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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

PERFEKT MARKETING, LLC, an Arizona limited
liability company)

Plaintiff,)

vs.)

LUXURY VACATION DEALS, LLC, a Nevada
limited liability company; HENRY INGIER, an
individual; MICHAEL DIMAYO, an individual;
JOSHUA STORY, an individual,)

Defendant (s).)

CHICAGO TITLE COMPANY, INC.)

Plaintiff in intervention,)

vs.)

PERFEKT MARKETING, LLC, an Arizona limited
liability company; LUXURY VACATION DEALS,
LLC, a Nevada limited liability company; TRAVEL
TO GO, a California corporation; STEVE
YARMAK, an individual; UNITED STATES
DEPARTMENT OF TREASURY, INTERNAL
REVENUE SERVICE; WINDHAM
PROFESSIONALS, INC., A New Hampshire
collection agency; EMPLOYMENT
DEVELOPMENT DEPARTMENT, STATE OF
CALIFORNIA; DOES I-V; and ROE Corporations
I-X;)

Defendants in Intervention)

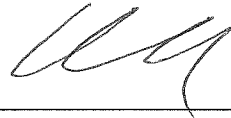
Case No.: 2:15-cv-00717-JCM-PAL

**CHICAGO TITLE COMPANY
INC.'S MOTION TO INTERPLEAD
FUNDS**

1 Plaintiff in intervention, CHICAGO TITLE COMPANY INC. ("Chicago Title"), by and
 2 through its counsel of record, the Fidelity National Law Group, hereby moves this Honorable
 3 Court for an order permitting Chicago Title to interplead and deposit the disputed escrow funds
 4 with the Clerk of the Court and, upon such deposit, discharging and dismissing Chicago Title as a
 5 defendant and or party. This motion is made and based upon FRCP 22 and NRS § 645A.177, the
 6 following memorandum of points and authorities, the pleadings and papers on file herein, and any
 7 oral argument the Court may allow.

8 DATED this 22 day of April, 2015.

10 FIDELITY NATIONAL LAW GROUP

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13 MARNI WATKINS, ESQ.
 14 Nevada Bar No. 9674
 2450 St. Rose Pkwy., Ste. 150
 15 Henderson, Nevada 89074
 16 *Attorneys for*
Chicago Title Company, Inc.

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

20 **I. STATEMENT OF FACTS**

21 Luxury Vacation Deals, LLC ("LVD") was to distribute and market and sell sub-license
 22 agreements in participation in the Travel To Go travel club program ("Club") to qualified
 23 individuals ("Purchasers") pursuant to purchase agreements executed between LVD and Purchasers
 24 setting forth the terms and conditions for the purchases ("Purchase Agreements"). Each Purchase
 25 Agreement constitutes a "Sale".
 26

27 Chicago Title entered into an agreement with LVD whereby Chicago Title agreed allow
 28 "LVD the use of Chicago Title's merchant credit-card account ("Merchant Account") for

1 processing, directly into Chicago Title's escrow trust account all of Purchasers' deposits for
 2 payment of the purchase price for participating in the Club ("Purchase Price");" and Chicago Title,
 3 in turn, would "act as the Escrow Agent under the Purchase Agreement for holding Purchaser
 4 funds in its escrow trust account until such time as all of the instructions to the Escrow Agent have
 5 been satisfied." **Exhibit A**, Escrow Agreement And Related Escrow Instructions ("Escrow
 6 Agreement"). On or about December 5, 2011, LVD and Chicago Title entered into an Escrow
 7 Agreement setting forth the terms of the agreement and escrow instructions.

8 Section 1.3 of the Escrow Agreement, provides:

9 **1.3 In the event Chicago should receive, become aware of, or be a party of any**
 10 **conflicting demands, claims or disputes between LVD and Chicago, and/or**
 11 **LVD and a Purchaser, with respect to the funds escrowed under this**
 12 **Agreement or under the Purchase Agreements, or to the rights or benefits in the**
 13 **Program as to any Purchaser, or to any money or property deposited in**
 14 **escrow,** Chicago shall have the absolute right, at its absolute sole discretion and
 15 option, to discontinue any or all further acts as Escrow Agent under this
 16 Agreement until such conflict is resolved to its satisfaction; provided however,
 17 in such event, and regardless of Chicago's decision to continue or discontinue
 its acts as Escrow Agent hereunder, all parties instructions and agreements
 contained herein shall remain in full force and effect and shall not be terminated
 or withdrawn unless and until Escrow Agent shall receive all Parties mutual,
 written **instructions or an Order of a Court having competent jurisdiction**
over this Agreement, settling such conflict.

18 **Exhibit A.** (Emphasis added).

19 Section 5 sets forth the agreement as to the Security Fund. Section 5.2 provides:

20
 21 5.2 LVD hereby authorizes Chicago to make the following disbursements from
 22 its Security Fund account for the following events ("Approved Security Fund
 Disbursements"):

23 ...

24 5.2(f) LVD defaults or breaches any term or agreement under this
 25 Agreement, the Fulfillment and Distribution Agreement (defined below), or
 26 under any other agreement pertaining to Sales of participation in the Clube
 by LVD, and LVD does not fully satisfy or cure such default or breach after
 expiration of Ten (10) business days after notice thereof has been given to
 LVD, then Chicago may pay such funds as are required to cure such default
 or breach....

27 ...

28 5.2(h) Any fees or costs, including reasonable attorney's fees, incurred by

1 Chicago in i) protecting the integrity of the Chicago escrow trust accounts
2 and/or its Merchant Accounts; 2) to enforce the terms and conditions of this
3 Agreement and/or an individual purchaser's Purchas Agreement; and 3) to
4 enforce or defend any claim, dispute or action brought by or against Chicago
5 as a result of LVD's action(s) or non-action(s) as it pertains to LVD's
6 agreements, duties and/or responsibilities under this Agreement and/or an
7 individual purchaser's Purchase Agreement;

8 5.3 Upon termination of this Agreement, Chicago shall unconditionally retain
9 the Security Fund for the purposes for which it was intended as set forth above
10 for i) one (1) year after the last closing of an escrow for a sale made by LVD
11 hereunder; or ii) finalization of the last dispute/chargeback by a Purchaser
12 having purchased from LVD hereunder, whichever date is the later. At the end
13 of such applicable period, Chicago, using its reasonable business judgment,
14 shall evaluate the risk that remains of any Purchaser(s) likely to make a
15 dispute/chargeback against LVD and Chicago's Merchant Account, and Chicago
16 shall determine, in its sole discretion, whether any Security Funds shall remain
17 on deposit or be released to LVD and the terms and conditions for such
18 continued hold. Prior to release of Security Fund(s) to LVD under this
19 paragraph, LVD and the Club owner (as defined below) shall sign a General
20 Release and Estoppel to Chicago certifying that LVD has no outstanding claims,
21 disputes, issues or questions regarding disbursements made, or to be made, from
22 the Security Fund. It is understood and agreed that Chicago shall not release the
23 Security Fund(s) under this paragraph until claims, disputes, issues or questions
24 between the parties has been resolved and both parties have signed the General
25 Release and Estoppel.

26 Section 6 sets forth that Chicago Title may pay any collection agency from the Security
27 Funds.

28 6. FAILURE OF PURCHASER'S FORM OF PAYMENT: In the event a
purchaser's original form of payment of the purchase price for a Program
Membership should fail for any reason after the rescission period has expired,
Chicago may, but is not obligated or required to, on behalf of LVD, send the
Purchase Agreement to a collections agency to pursue payment of all monies due
under the Purchase Agreement by another form of payment, as provided for under
the terms of the Purchase Agreement. It is understood and agreed that any recovery
of payment shall be first applied to all fees and costs of the collections agency and
Chicago and the balance applied towards the debit against LVD's Security Fund for
the failure of Purchaser's original form of payment. LVD agrees that the collections
agency may use whatever legal means it deems necessary to obtain payment. LVD
authorizes and instructs Chicago to execute, on its behalf, whatsoever
documentation is required of the collections agency to pursue payment hereunder.

On December 3, 2014, Perfekt Marketing, LLC ("Perfekt Marketing"), obtained an Order
directing Chicago Title to disburse the funds held in the Security Fund to Perfekt Marketing. *See*

Exhibit A. The Order was entered on December 15, 2014. It has previously been explained to counsel for Perfekt Marketing that LVD and Chicago Title have received numerous conflicting claims to the money held in the security fund by LVD's creditors. Chicago Title requested that Perfekt Marketing, the creditors and LVD work together to determine who is to receive what monies from Chicago Title and then provide a mutual instruction. The following persons/entities have made demands of LVD and/or Chicago Title and are therefore listed as Defendants in Chicago Title's Complaint in intervention:

- Travel To Go – approximately \$23,000. *See Exhibit B.*
- IRS and the State of California – Approximately \$28,329.35. *See Exhibit C.*
- Windham Professionals Collection Agency – Approximately \$10,767.95. *See Exhibit D.*
- Employment Development Department, State of California, approximately \$1008.04. *See Exhibit E.*

Counsel for Perfekt Marketing failed to negotiate an amicable solution with the LVD's creditors, and instead obtained the Order attached hereto as Exhibit A directing Chicago Title to distribute the funds to Plaintiff.

On November 20, 2014, Plaintiff served CT Corporation System, Los Angeles, CA with Plaintiff's Motion for Order Directing Disbursement of Funds that was filed on October 16, 2014. **Exhibit F, Service on CT of the Motion.** However, Chicago Title was never made a party to this action and therefore has never had a chance to defend itself or assert its position with regards to the Security Fund. Because of this, Chicago Title filed a Motion to Intervene and file a Complaint in interpleader and named Perfekt Marketing, LLC, Luxury Vacation Deals, LLC, Travel To Go, Steve Yarmak, United States Department of Treasury, Internal Revenue Service, Windham Professionals, Inc., and Employment Development Department, State of California in its Complaint in Intervention and to Interplead Funds.

Chicago Title claims no interest in the escrow funds being held, with the exception of its attorney's fees and costs; however Chicago Title cannot safely determine which party is entitled to those funds. That is, Chicago Title is not qualified to make a determination as to the priority of

the claims to the funds, and whether the party is entitled to the entire amount of the escrowed funds or a portion thereof.

II. LEGAL ARGUMENT

A. Federal Rule of Civil Procedure 22 And NRS § 645A.177 Provides For An Interpleader

Chicago Title claims no interest in the funds being held in escrow, with the exception of its costs and attorney's fees, but Chicago Title is unable to determine to whom the funds should be paid. Here, Chicago Title is the Plaintiff in intervention. FRCP 22, provides:

(a) Grounds.

(1) By a Plaintiff. Persons with claims that may expose a plaintiff to double or multiple liability may be joined as defendants and required to interplead. Joinder for interpleader is proper even though:

(A) The claims of the several claimants, or the title on which their claims depend, lack a common origin or are adverse and independent rather than identical; or

(B) The plaintiff denies liability in whole or in part to any or all of the claimants.

(2) By a defendant. A defendant exposed to similar liability may seek interpleader through a crossclaim or counterclaim.

Similarly, NRS § 645A.177 provides:

1. If an action is filed to recover money deposited in an escrow established for the sale of real property, the holder of the escrow may deposit the money, less any fees or charges owed to the holder of the escrow, with the court in which the action is filed.

2. A holder of an escrow who complies with the provision of subsection 1 is **discharged from further responsibility for the money** which the holder of the escrow deposits with the court.

3. This section does not limit the right of the holder of the escrow to bring an action for interpleader pursuant to NRCP 22 to determine the rightful claimant of the money deposited in the escrow.

“A ‘stakeholder’ is the person or entity who possesses a fund to which adverse claims are made, but who personally has no interest in the fund.” *Island Title Corp. v. Bundy*, 488 F.Supp.2d 1084 (D. Hawaii 2007). “An interpleader action is designed to protect a stakeholder, as such,

1 from possibility of multiple claims upon a single fund” and “[t]o this end this rule is liberally
 2 construed to protect stakeholders from the expense of defending twice, as well as to protect him
 3 from double liability.” *Matter of Bohart*, 743 F.2d 313, 324-325 (5th Cir. 1984). “A stakeholder’s
 4 right to interplead is not necessarily defeated by the fact that an interpleaded claimant has an
 5 outstanding judgment against the stakeholder.” *Id.*

6
 7 The court has discretion to award attorney’s fees and costs to the stakeholder when it is
 8 fair and equitable to do so. *Gelfgren v. Republic National Life Insurance Co. et al.*, 680 F.2d 79,
 9 81 (9th Cir. 1982). The Court’s discretion to award attorney’s fees and costs is limited, however, if
 10 the award operates to diminish a distribution of the fund to satisfy a federal tax lien. Consistent
 11 with other jurisdictions, the Ninth Circuit held that federal “governmental priority established
 12 under the tax lien statutes precludes an award of fees to the plaintiff stakeholder from an
 13 interpleader fund when such an award would deplete the fund prior to total satisfaction of the
 14 lien.” *Abex Corp. v. Ski’s Enterprises, Inc., et al.*, 748 F.2d 513, 517 (9th Cir.1984); *see also*
 15 *Millers Mutual Insurance Assn. of Illinois v. Wassall*, 738 F.2d 302, 304 (8th Cir.1984); *Chevron*
 16 *U.S.A. v. May Oilfield Services, Inc.*, 739 F.2d 498, 499 (10th Cir.1984); *Katsaris v. United*
 17 *States*, 684 F.2d 758, 763 (11th Cir.1982); *Campagna–Turano Bakery, Inc. v. United States*, 632
 18 F.2d 39, 42–43 (7th Cir.1980); *Spinks v. Jones*, 499 F.2d 339 (5th Cir.1974); *United States v.*
 19 *State National Bank of Connecticut*, 421 F.2d 519, 521 (2^d Cir.1970); *United States v. Wilson*,
 20 333 F.2d 147, 149 (3^d Cir.1964); *United States v. Chapman*, 281 F.2d 862, 870 (10th Cir.1960).
 21 The tax lien statutes that establish the governmental priority are sections 6321 and 6322 of the
 22 Internal Revenue Code. *Abex*, 748 F.2d at 517.

23
 24 The *Abex* rule does not necessarily bar a court from awarding attorney’s fees and costs
 25 from the portion of the funds allotted to a superior claim. At least one court has found that the
 26 existence of a federal tax lien on a portion of the funds did not shield superior claimants from
 27
 28

1 being charged a pro rata share of the interpleader stakeholder's attorney's fees and costs. See
2 *United States v. Chapman, et al.*, 281 F.2d 862, 871 (10th Cir.1960).


3 Finally, on deposit of the disputed escrow funds into Court, Chicago Title should be
4 dismissed from this action since it has no interest in the outcome hereof and are not necessary to
5 afford complete relief to the parties hereto. FRCP 12(b)(6).
6

7 **II. CONCLUSION**

8 Based upon the foregoing, Chicago Title requests that the Motion to Interplead Funds and
9 dismiss Chicago Title be granted in its entirety.

10 DATED this 22 day of April, 2015.

11 FIDELITY NATIONAL LAW GROUP

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18 *Attorneys for*
19 *Chicago Title Company, Inc.*
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CERTIFICATE OF SERVICE

The undersigned employee of Fidelity National Law Group, hereby certifies that she served a copy of the foregoing **AFFIDAVIT OF SERVICE** upon the following parties on the date below entered via CM/ECF.

Gerald A. Role
U.S. DEPARTMENT OF JUSTICE
P.O. Box 683
Washington, DC 20044
Attorneys for Defendants, United States of America

Vernon Nelson, Jr.
LEWIS BRISBOIS BISGAARD & SMITH
Adam J. Breeden
6385 S. Rainbow Blvd, Suite 600
Las Vegas, NV 89118
Attorneys for Plaintiff, Perfekt Marketing, LLC.

DATED: 4/22/15



An employee of Fidelity National Law Group

EXHIBIT A

ESCROW AGREEMENT AND RELATED ESCROW INSTRUCTIONS

THIS **ESCROW AGREEMENT AND RELATED ESCROW INSTRUCTIONS** (hereinafter the "**Escrow Agreement**") is made and entered into as of this 5th day of December, 2011, ("**Effective Date**") by and between LUXURY VACATION DEALS, LLC a Nevada Limited Liability Company, with offices at 3301 W. Spring Mountain Rd., Suite 11, Las Vegas, NV, 89102 (hereinafter, "**LVD**"), and Chicago Title Company, a California corporation with offices at 316 W. Mission Ave., Suite 121, Escondido, CA 92025 (hereinafter "**Chicago**" or "**Escrow Agent**"). (Individually, LVD and/or Chicago may be referred to herein as a "**Party**", and collectively, LUXURY VACATION DEALS, LLC and Chicago may be referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, LUXURY VACATION DEALS, LLC will be a distributor and shall market and sell sub-license agreements and participation in the TRAVEL TO GO travel club program ("**Club**") to qualified individuals ("**Purchasers**") pursuant to purchase agreements executed between LVD and Purchasers setting forth the terms and conditions for such purchases ("**Purchase Agreements**") (each **Purchase Agreement** represents a "**Sale**").

WHEREAS, LVD desires to enter into an agreement whereby (a) Chicago shall allow LVD the use of Chicago's merchant credit-card account ("**Merchant Account**") for processing, directly into Chicago's escrow trust account, all of Purchasers' deposits for payment of the purchase price for participation in the Club ("**Purchase Price**"); and (b) Chicago shall act as the exclusive Escrow Agent under the Purchase Agreement for holding Purchaser funds in its escrow trust account until such time as all of the instructions to Escrow Agent amended to each Purchase Agreement have been satisfied.

NOW THEREFORE, in consideration of the mutual benefits, obligations, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed that this Escrow Agreement shall govern the relationship of Chicago and LVD as it pertains to all Sales by LVD wherein Chicago is named as Escrow Agent in the Purchase Agreements between LVD and Purchasers, as follows:

1. CHICAGO TITLE "ESCROW AGENT": CONFLICTS; MUTUAL ESCROW INSTRUCTIONS; UNILATERAL ESCROW INSTRUCTIONS; IRREVOCABLE INSTRUCTIONS; CONFLICT IN AGREEMENTS: Upon Chicago's receipt of Purchaser's 'good funds' deposit into escrow, Chicago shall act as LVD's exclusive Escrow Agent for holding all of Purchaser funds in its escrow trust account until the following conditions have been met:

1.1.a. Chicago has received a copy in escrow of all of the Purchaser's signed Purchase Documents (defined below), and any other purchase related documents Chicago shall require to be signed by LVD and/or Purchaser. LVD agrees that it shall be a breach of this Escrow Agreement for LVD to withhold submission into escrow of any Purchase Document, or other document, presented to and/or signed by a Purchaser at point-of-sale that induces a Purchaser to purchase a membership in the Club and/or makes representation(s) of the benefits and privileges of the Club; and

1.1.b. Expiration of any applicable statutory rescission period (plus statutory mail delivery time) without such right of rescission having been exercised by Purchaser; and

1.1.c. Expiration of any applicable funding period required by Chicago to disburse escrow funds, which such funding period is usually 1-2 business days after expiration of the rescission period.

1.2. After the occurrence of all of the foregoing provisions, Chicago shall close its escrow and disburse the escrowed funds to LVD less the Approved Escrow Disbursements (defined in Paragraph 4 below);

1.3. In the event Chicago should receive, become aware of, or be a part of any conflicting demands, claims or disputes between LVD and Chicago, and/or LVD and a Purchaser, with respect to the funds escrowed under this Agreement or under the Purchase Agreements, or to the rights or benefits in the Program as to any Purchaser, or to any money or property deposited into escrow, Chicago shall have the absolute right, at its absolute sole discretion and option, to discontinue any or all further acts as Escrow Agent under this Agreement until such conflict is resolved to its satisfaction; provided however, in such event, and regardless of Chicago's decision to continue or discontinue its acts as Escrow Agent hereunder, all parties instructions and

agreements contained herein shall remain in full force and effect and shall not be terminated or withdrawn unless and until Escrow Agent shall receive all Parties mutual, written instructions or an Order of a Court having competent jurisdiction over this Agreement, settling such conflict.

1.4. The instructions to Escrow Agent contained in this Agreement intentionally contain instructions for Chicago to act unilaterally, where applicable, without further instructions, verbal or written, required from LVD.

1.5. All parties hereby agree that these escrow instructions are irrevocable instructions of LVD and may not be amended, supplemented, or revoked, without Chicago's written agreement. In the event LVD should desire to amend, supplement, or revoke these instructions or any provision of this Agreement, and Chicago should not agree, either Party may then terminate this Agreement in accordance with Paragraph 10 below. Until mutual agreement between the Parties to amend or supplement any term of this Agreement, or upon termination of this Agreement, Escrow Agent may rely and act upon the instructions herein given. Provided however, some agreements contained herein shall survive termination of this Agreement as noted hereafter.

2. CLUB OWNER'S JOINDER IN THIS AGREEMENT: The owner of the Club is joining into the execution of this Agreement solely as to the provisions set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

3. CHICAGO TITLE'S MERCHANT ACCOUNT: Chicago shall allow LVD the use of Chicago's Merchant Account for processing Purchasers' deposits towards payment of the Purchase Price for participation in the Club, together with various other fees and costs associated with such purchase, directly into Chicago's escrow trust account. LVD agrees that Chicago's Merchant Account shall not be utilized for any other purpose than as stated above. It is agreed that in the event LVD should utilize Chicago's Merchant Account for any unauthorized purpose, Chicago shall refund to the account of the card holder the full amount of any funds received through the unauthorized use, and LVD shall be charged all of Chicago's Merchant Account fees and costs associated with such unauthorized use and refund thereof.

3.1. Chicago's agreement to allow LVD to utilize Chicago's Merchant Account for processing Purchaser funds directly into Chicago's escrow trust account is given in consideration of all of the terms and conditions contained herein, including but not limited to the following:

3.1.a. LVD agrees to bear 100% of the actual costs attributed to its use of Chicago's Merchant Account, and to be solely responsible for payment of all fees, costs and expenses charged by Chicago's merchant bank(s) for the use of such Merchant Account privileges and processing of monies received from and refunded to LVD Purchasers, including, but not limited to, the discount fees as stated in Paragraph 4 below ("**Card Fee(s)**"); and it is agreed that Chicago shall be at absolutely no expense for LVD's use Chicago's Merchant Account; and

3.1.b. LVD shall immediately reimburse LVD's Security Fund account (as defined in Paragraph 5 below) for the total amount of any funds disbursed to Chicago's Merchant Account for any dispute or chargeback debit by a merchant bank against Chicago's Merchant Account from a Purchaser who bought from LVD utilizing Chicago's Merchant Account; and

3.1.c. LVD shall obtain the signature(s) of each card holder authorizing payment through Chicago's Merchant Account in accordance with the documents set forth in Paragraph 7 below.

4. PAYMENT OF CLOSING PROCEEDS; APPROVED ESCROW DISBURSEMENTS:

In consideration for (i) Chicago's agreement to act as Escrow Agent under the Purchase Agreements for LVD's sales of participation in its Club, and under the terms, conditions and instructions contained in this Agreement; and (ii) Chicago's agreement to allow LVD to utilize Chicago's Merchant Account, for the purposes set forth hereinabove, LVD hereby irrevocably agrees and so instructs Chicago that prior to disbursement of any escrow proceeds to LVD at each closing from the funds received into Chicago's escrow trust account from each Purchaser ("**Closing Proceeds**"), Chicago shall first allocate such Closing Proceeds to pay the Approved Escrow Disbursements set forth in Paragraph 4.1 below and, thereafter, the balance of Closing Proceeds shall be payable to LVD.

4.1. LVD hereby authorizes and instructs Chicago to make the following disbursements from LVD's Closing Proceeds at each escrow closing ("**Approved Escrow Disbursements**") as follows:

4.1.a. Chicago's fee for its Club escrow and processing service fee as set forth in **Exhibit "B"** attached hereto and by this reference made a part hereof ("**Escrow Fee**").

4.1.b. The actual amount of Card Fee(s) charged by Chicago's Merchant Account bank(s) for processing LVD's credit card authorizations, which the discount fee is currently in the range of 1.85-

2.25% for all Visa, MasterCard, and Discover cards (the variance depends upon the consumer's card type), and 3.25% for American Express cards. Provided however, LVD hereby understands and agrees that such Card Fee(s) may be adjusted and increased from time-to-time by Chicago's Merchant Banks and/or the credit-card issuing banks, including application of varying discount rates for one Purchaser from another. LVD hereby agrees to pay the actual Card Fee(s) as charged by the banks. LVD understands and agrees that such Card Fee(s) are assessed, and are due and payable by LVD every time LVD utilizes the Chicago Merchant Account, regardless if a sale is consummated, rescinded, canceled or is chargedback. Furthermore, LVD agrees to pay any fees, costs and/or expenses assessed against Chicago for processing cancellations, rescissions and/or disputes and chargebacks. At the close of each escrow hereunder, Chicago shall withhold the estimated amount of Card Fee(s) that will be due under this paragraph from sale proceeds due LVD and shall deposit such amounts into the Security Fund, defined below; thereafter, and upon receipt by Chicago of the monthly statement(s) from its Merchant Account(s) bank(s), Chicago shall withdraw monies from the Security Fund and pay the actual amount(s) due by LVD for such Card Fee(s); and

4.1.c. Ten percent (10%) of the Purchase Price of each sale by LVD hereunder shall be deposited into LVD's Security Fund Account until such time as LVD's Security Fund Account balance reaches the amount required hereunder as defined in Paragraph 5 below, at which time the 10% Withhold may be suspended and no longer withheld unless and until resumed in accordance with Paragraph 5 below; and

4.1.d. Reimbursement of the total amount of any Approved Security Fund Disbursement(s) made from LVD's Security Fund (defined in Paragraph 5 below); and

4.1.e. The amount, plus fees and costs, if any, of any Purchaser's dishonored check (NSF, Stop-Payment, Unauthorized, etc.) deposited into Chicago's escrow trust account and notice of such check being dishonored was not received until after the escrow closing had taken place; and

4.1.f. The face amount of any voucher or incentive promised to a Purchaser by LVD as evidenced by a copy of such item having been provided to Chicago with the Purchase Documents as set forth in Paragraph 1.1.a. above; and

4.1.g. Any additional amount(s) that LVD may authorize in writing from time-to-time; and

4.1.h. The amount required to fund the Adjusted Security Fund Requirement Amount as set forth in Paragraph 5 below; and

4.1.i. In the event that funds from any one escrow should be insufficient to pay any or all of the Approved Escrow Disbursement(s) due at its closing, LVD hereby authorizes Chicago to withhold and pay the Approved Escrow Disbursement(s) due on one or more insufficient escrow closings from multiple LVD closings until all amount(s) due in the insufficient closing(s) have been paid in full; and

4.1.j. After payment of the foregoing Approved Escrow Disbursement(s), Chicago shall pay the balance of proceeds to the LVD by wire transfer to the account designated in writing by LVD to Escrow Agent from time-to-time; and

4.1.k. Chicago is hereby authorized and instructed to disburse the foregoing Approved Escrow Disbursements without notice to LVD or without further instructions required from LVD, verbal or written.

5. **SECURITY FUND:** LVD shall be required to establish a security fund ("**Security Fund**") to i) secure the performance of LVD's obligations under this Agreement and under the Purchase Agreement(s) that LVD enters into with Purchasers to sell participation in the Club; and ii) to provide Chicago with a source of readily available LVD funds from which Chicago can immediately draw upon to cover amount(s) due by LVD to Chicago under this Agreement, including but not limited to, the approved disbursements authorized below; and (iii) to cover monies due any Purchaser or third party in the event that LVD breaches or defaults in any provision, agreement, duty, or obligation under a Purchase Agreement.

5.1. The Security Fund shall be established and maintained as follows:

5.1.a. The initial amount required to be in LVD's Security Fund Account is One Hundred Thousand Dollars (\$100,000.00) ("Initial Security Fund Amount").

5.1.b. In lieu of requiring LVD to deposit the Initial Security Fund amount with signing of this Agreement, Chicago has agreed to allow LVD to establish the account by allowing Chicago to withhold 10% of the sales price of each Club sale escrow closed hereunder ("10% Withhold"), and to deposit such 10% Withhold into the Security Fund account.

5.1.c. In Paragraph 4 above, LVD has authorized Chicago to deduct the 10% Withhold from its sale proceeds until LVD's Security Fund reaches the Initial Security Fund Account balance, or any Adjusted

Security Fund Amount required hereunder (as defined below). At any time during the term of this Agreement should the amount of funds on deposit in LVD's Security Fund Account be less than, or drop below, the then current amount required hereunder, LVD hereby agrees that Chicago shall resume deduction of the 10% Withhold as authorized in Paragraph 4 above to restore, maintain, and fund the Initial or Adjusted Security Fund balance as required hereunder.

5.1.d. From time-to-time during the term of this Agreement, Chicago shall evaluate LVD's sales performance and chargeback history and reasonably determine, in its sole discretion, whether an increase must be made in the Initial Security Fund Amount required of LVD hereunder in order to give Chicago a higher level of security to continue allowing LVD to continue to utilize Chicago's Merchant Account ("**Adjusted Security Fund Amount**"). Chicago will notice LVD of such Adjusted Security Fund Amount, if any, and thereafter, LVD hereby irrevocably authorizes and instructs Escrow Agent to continue, or immediately resume, the 10% Withhold, in the same manner and instructions as set forth above, as required to maintain the Security Fund balance at the then required amount.

5.1.e. Notwithstanding anything contained herein to the contrary, at any time during the term of this Agreement that Chicago determines, in its sole discretion, that the risk is too great to continue funding the Security Fund with the 10% Withhold amounts, Providers shall make written demand upon LVD for immediate deposit of funds to bring the Security Fund up to the Initial or Adjusted Security Fund Amount. In the event LVD does not immediately deposit the demand amount, then Escrow Agent is hereby irrevocably authorized and instructed by LVD, without further instruction required from LVD, verbal or in written, to withhold from LVD sales proceeds the difference between the Initial or Adjusted Security Fund Amount and the actual amount in the Security Fund account at the time, and so continue such withholding of proceeds until the Initial or Adjusted Security Fund Amount is attained.

5.2. LVD hereby authorizes Chicago to make the following disbursements from its Security Fund account for the following events ("**Approved Security Funds Disbursements**"):

5.2.a. Any Purchaser of a Club membership from LVD, for any reason, disputes and/or cancels a credit-card charge processed through Chicago's Merchant Account ("**Chargeback**") after such funds have been paid to LVD; if the Merchant Account bank settles the Chargeback dispute in favor of LVD, then Chicago shall redeposit such amount back into LVD's Security Fund hereunder; and

5.2.b. Any closing proceeds paid to LVD in error, including, but not limited to, by reason that Chicago receives or becomes aware of a Purchaser's valid rescission notice having been given after the respective Purchase's escrow has already been closed and proceeds paid to LVD; and

5.2.c. Any Purchaser gives a valid notice of rescission or cancellation, or is otherwise entitled or has a valid claim, at the sole determination of Chicago, to cancel his/her Club purchase, with the amount drawn from the Security Fund being equal to the full amount of the Purchase Price actually paid by the Purchaser, plus any fees or costs. This provision shall also include any Purchaser who pursues a request to cancel that may not be for valid reason, but whose dissatisfaction with his/her purchase poses a threat and/or negative impact against Chicago and/or the Club, and Chicago determines that refunding the purchase price is the least cost alternative to the negative impact and expense of defending the Purchaser's dissatisfaction and request to cancel; and

5.2.d. Payment of actual merchant account Card Fee(s) attributed to LVD's activity using Chicago's Merchant Account as set forth in Paragraph 4 above; and

5.2.e. A fine, penalty, award, damages or interest instructed, ordered, or imposed by any federal, state or local court or governmental agency is required to be paid as a result of LVD's breach of its obligations under the Distribution Agreement and the LVD does not timely pay such in full; and

5.2.f. LVD defaults or breaches any term or agreement under this Agreement, the Fulfillment and Distribution Agreement (defined below), or under any other agreement pertaining to Sales of participation in the Club by LVD, and LVD does not fully satisfy or cure such default or breach after expiration of Ten (10) business days after notice thereof has been given to LVD, then Chicago may pay such funds as are required to cure such default or breach. In the event LVD provides Chicago, within said 10-day period, with evidence of having satisfied the default or breach, and the other party does not agree, Chicago may withhold disbursement until the parties mutually instruct Chicago as to a resolution of the matter; and

5.2.g. In the event Chicago determines, in its sole discretion, and after having first given LVD Ten (10) days notice, that an impropriety has been alleged in the sales process and a Purchaser's funds should be returned and the Club participation purchase cancelled, Escrow Agent is hereby irrevocably authorized and instructed to refund such monies directly to the Purchaser in the exact amount previously paid by such Purchaser; and

5.2.h. Any fees or costs, including reasonable attorney's fees, incurred by Chicago in i) protecting the integrity of the Chicago escrow trust accounts and/or its Merchant Accounts; 2) to enforce the terms and conditions of this Agreement and/or an individual purchaser's Purchase Agreement; and 3) to enforce or defend any claim, dispute or action brought by or against Chicago as a result of LVD's action(s) or non-action(s) as it pertains to LVD's agreements, duties and/or responsibilities under this Agreement and/or an individual purchaser's Purchase Agreement; and

5.2.i. Chicago is hereby authorized and instructed to make such Approved Disbursement(s), set forth in 5.2.a-i above, from LVD's Security Fund, under the terms and conditions set forth herein, without further instruction, verbal or written, required from LVD to Chicago, and Chicago shall timely notice LVD after any such Approved Disbursement has been made.

5.3 Upon termination of this Agreement, Chicago shall unconditionally retain the Security Fund for the purposes for which it was intended as set forth above for i) one (1) year after the last closing of an escrow for a sale made by LVD hereunder; or ii) finalization of the last dispute/chargeback by a Purchaser having purchased from LVD hereunder, whichever date is the later. At the end of such applicable period, Chicago, using its reasonable business judgment, shall evaluate the risk that remains of any Purchaser(s) likely to make a dispute/chargeback against LVD and Chicago's Merchant Account, and Chicago shall determine, in its sole discretion, whether any Security Funds shall remain on deposit or be released to LVD and the terms and conditions for such continued hold. Prior to release of Security Fund(s) to LVD under this paragraph, LVD and the Club owner (as defined below) shall sign a General Release and Estoppel to Chicago certifying that LVD has no outstanding claims, disputes, issues or questions regarding disbursements made, or to be made, from the Security Fund. It is understood and agreed that Chicago shall not release the Security Fund(s) under this paragraph until claims, disputes, issues or questions between the parties has been resolved and both parties have signed the General Release and Estoppel.

6. **FAILURE OF PURCHASER'S FORM OF PAYMENT:** In the event a purchaser's original form of payment of the purchase price for a Program Membership should fail for any reason after the rescission period has expired, Chicago may, but is not obligated or required to, on behalf of LVD, send the Purchase Agreement to a collections agency to pursue payment of all monies due under the Purchase Agreement by another form of payment, as provided for under the terms of the Purchase Agreement. It is understood and agreed that any recovery of payment shall be first applied to all fees and costs of the collections agency and Chicago and the balance applied towards the debit against LVD's Security Fund for the failure of Purchaser's original form of payment. LVD agrees that the collections agency may use whatever legal means it deems necessary to obtain payment. LVD authorizes and instructs Chicago to execute, on its behalf, whatsoever documentation is required of the collections agency to pursue payment hereunder.

7. **POINT-OF-SALE PURCHASE AND ESCROW DOCUMENTS:** LVD agrees that the Purchase Documents attached hereto as **Exhibit "C"** represent the Purchase Agreement and all other sales documents that have been approved, and/or provided, by the Club owner, and will be given to Purchasers at point-of-sale to identify the privileges and benefits that each Purchaser(s) will receive upon close of escrow and becoming a Member of the Club ("**Purchase Document(s)**").

7.1. Attached hereto as **Exhibit "D"** is a copy of Chicago Title's Escrow Instructions Paragraph ("**Escrow Instructions Paragraph**") that is required to be incorporated into LVD Purchase Agreement that will be signed by each Purchaser and LVD to consummate a Sale. LVD understands that in the event a Purchase Agreement does not include the Escrow Instructions Paragraph, Chicago cannot close the Sale Escrow until Chicago receives a copy signed by LVD and the Purchaser(s).

7.2. Additional documents required by Chicago for processing and closing certain Sale Escrows are attached hereto, and by this reference made a part hereof, as follows:

7.2.a. **Credit Card Authorization.** LVD shall obtain the signature(s) of each card holder authorizing payment through Chicago's Merchant Account hereunder on the attached form **Credit Card Authorization attached hereto as Exhibit "E"**.

7.2.b. **Third Party Credit Card Authorization.** In the event a party other than the named Purchaser(s) signing a Membership Agreement ("**Third Party**") authorizes the Third Party's credit card to be utilized to pay all or a portion of the purchase price of the Membership, LVD agrees to obtain the signature of the Third Party card holder on the **Third Party Credit Card Agreement attached hereto as Exhibit "F"**. LVD acknowledges its understanding that Chicago will not close an Escrow wherein Third Party funds are authorized without the Third Party Credit Card Agreement signed by the card holder.

7.2.c. Reinstatement of Membership Purchase and Re-Authorization of Credit Card Charge.

In the event a Purchaser should rescind the purchase of a Membership prior to close of Escrow, LVD agrees to obtain the signature of the Purchaser(s) on the **Reinstatement of Membership Purchase and Re-Authorization of Credit Card Charge ("Reinstatement") attached hereto as Exhibit "G".** LVD acknowledges its understanding that Chicago will not close an Escrow for a Sale that has been rescinded without the Reinstatement document signed by the Purchaser(s). LVD further acknowledges that a new 3-day Right to Cancel applies after the reinstatement has been signed by the Purchaser(s).

7.3. LVD hereby agrees that there shall be no changes, additions, or deletions to the Purchase Documents ("**Changed Purchase Document(s)**") unless and until i) the Club owner has approved such Change Purchase Document(s), and ii) Chicago has been provided with a copy of such Changed Purchase Document(s).

7.4. In the event LVD should provide any Purchaser with a cash value travel Voucher or other cash equivalent incentive, LVD hereby agrees that it will include a copy of such voucher or incentive with the Purchase Documents sent to Chicago for such Sale hereunder, and Chicago shall withhold the cash value of the voucher or incentive from LVD Sales proceeds at close of Escrow in accordance with Paragraph No. 4.1.f. above.

8. RESCISSION NOTICE; COMPLIANCE WITH LAW(S):

8.1. LVD agrees that the rescission notice that is provided to Purchaser(s) in the Purchase Document(s) shall at all times comply with the applicable law(s) of the applicable state in which each sale takes place for which a Purchase Agreement is deposited into escrow hereunder ("**Sale**").

8.1.a. LVD agrees that the rescission notice set forth in each Purchase Agreement shall provide for the notice(s) of rescission to be provided to Chicago by Purchaser(s) desiring to cancel their purchase so that an escrow is not closed and funds disbursed on a sale wherein the Purchaser rescinded with the applicable rescission time period.

8.1.b. It is agreed that in the event Chicago should receive an election to cancel from a Purchaser that was given within the rescission period, Chicago shall refund the entirety of that Purchaser's deposit and Chicago shall notice LVD that the sale has been cancelled. However, in the event that an election to cancel is received by Chicago for a Sale that was sent after expiration of the applicable rescission time period, and the escrow for such Sale has not closed, Chicago shall notice LVD and receive instruction from LVD as to disposition of the Sale and Purchaser's deposit.

8.2. LVD agrees to comply with all applicable law(s), rule(s), regulation(s), and licensing requirement(s) ("**Law(s)**") of the applicable state(s) in which each Sale takes place.

8.3. For each Sale hereunder, LVD agrees that it shall have the sole duty and responsibility to i) determine the state(s) applicable to each of its Sale(s); ii) to know the applicable Law(s) for compliance in each state; and iii) to comply with the applicable state Law(s). It is further agreed that Chicago shall have no duty to determine or verify that LVD has complied with the foregoing provisions.

9. INDEMNITY OF CHICAGO: LVD hereby agrees to indemnify, hold harmless, and defend Chicago, as well as its shareholders, officers, directors, representatives, agents and employees, from all damages, losses, causes of action, costs, and expenses, including reasonable attorney's fees, whether the same be incurred as a result of processing, handling, investigation, defense or prosecution of any claim or cause of action, or any other loss resulting as a consequence of i) LVD's use (whether it be authorized or unauthorized) (including its employees, agents, representatives, and/or affiliates) of Chicago's Merchant Account(s) or ii) a breach by LVD (including its employees, agents, representatives, and/or affiliates) of the terms of this Agreement or of any of its representations, warranties, duties, or obligations under this Agreement, or under the Purchase Agreement between LVD and a Purchaser, including, without limitation, from any and all misrepresentations, bad faith acts, allegations of deceptive trade practices, or violation of any laws, rules or regulations against LVD or any of its employees, affiliates, representatives and/or agents, and such breach causes Chicago to suffer actual or threat of damage, loss, cost, expense or action against Chicago and/or its Merchant Account; and, iii) acts by Chicago in good faith in fulfilling the terms of this Agreement on behalf of the interests of all Parties hereto. The foregoing provision shall survive the termination of this Agreement.

10. TERM OF THIS AGREEMENT; TERMINATION: This Agreement shall become effective upon the date first written on page one hereof ("**Effective Date**") and shall continue in full force and effect for a period of one year thereafter OR upon that date which either party shall give the other thirty (30) days prior written notice of election to terminate, whichever date is the later. Upon termination of this Agreement, all Parties shall honor and fulfill all of its

respective duties and responsibilities under this Agreement as it pertains to closing all Purchase Agreements that are pending prior to termination hereof.

10.1 Early Termination – LVD Unacceptable Activity: In the event that Chicago becomes aware of any activity by LVD in the sales process, or any other of LVD's processes, that Chicago determines in its sole discretion such activity has caused a Purchaser to dispute a purchase and/or may cause future purchaser's to dispute as well, and/or will negatively affect Chicago, and/or will jeopardize the Chicago Merchant Account, Chicago may give LVD immediate notice of such unacceptable activity, and may immediately terminate this Escrow Agreement if the activity is not immediately handled or remedied to Chicago's satisfaction.

10.2 Early Termination – Travel Unacceptable Activity: In the event that Chicago becomes aware of any activity by Travel in the fulfillment process, or any other of Travel's processes, that Chicago determines in its sole discretion such activity has caused a Purchaser to dispute a purchase and/or may cause future Purchaser's to dispute as well, and/or will negatively affect Chicago, and/or will jeopardize the Chicago Merchant Account, Chicago may give LVD immediate notice of such unacceptable activity by Travel, and Chicago may immediately terminate this Escrow Agreement if the unacceptable activity is not immediately handled or remedied to Chicago's satisfaction.

ADDITIONAL INSTRUCTIONS & PROVISIONS:

11. Governing Law; Interpretation. This Agreement and the rights, duties and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California, regardless of conflict of laws principles. This Agreement has been reached by negotiation between the parties and shall therefore not be construed against the drafter of the Agreement.

12. Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. The telecopied, digital, or facsimile signature of a party on any counterpart of this Agreement shall be deemed to be an original signature of that party, shall be binding upon the signer for all purposes, and may be relied upon by all other parties to this Agreement. However, upon written request from any party to any other party who has submitted a telecopied, digital, or facsimile signature, such party will confirm its telecopied, digital, or facsimile signature by providing an original of this Agreement bearing such party's original signature.

13. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and may be amended only by written agreement signed by all parties hereto. This Agreement cancels and supersedes all agreements and/or representations, oral and/or written, between the parties dated prior hereto regarding the subject matter hereof.

14. Assignment. All parties agree that this Agreement shall be binding upon the successors and assigns of each party, and shall inure to the benefit of each party's successors and assigns; provided however, the parties rights under this Agreement may not be assigned without written consent of all other parties hereto. The death, incapacity, lack of authority, disability, and/or the dissolution of any party shall not terminate or otherwise impair that party's rights, nor any other party's rights, under this Agreement.

15. Waiver. No course of dealing or failure by either party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

16. Force Majeure. Neither party to this Agreement shall be considered to be in default of its obligations under this Agreement to the extent that failure to perform any such obligation arises from causes beyond the control and without the fault or negligence of the affected party.

17. Severability. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

18. Survival. Paragraphs 2, 5, 6 and 7 hereof shall survive termination of this Agreement.

19. Notices. All notices required or permitted hereunder will be in writing, to the addresses set forth above (or to such other address of which either party may notify the other in a notice that complies with the provisions of this section), and will be deemed to have been properly given: (i) upon delivery if delivered personally or by a courier or overnight delivery service; or (ii) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested. Advance transmission of such notice via facsimile or digital scan (e-mail) shall not be deemed proper delivery of such notice.

20. Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for losses or damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs incurred in connection with said proceeding.

21. **Relationship of the Parties.** The relationship established by this Agreement is that of Escrow Agent and principal. Nothing contained herein shall be deemed or considered to create or constitute a partnership, joint venture or any other similar type of association or relationship between the parties.

22. **Confidentiality.** This Agreement is deemed and considered confidential between the parties and its contents shall not be disclosed to any third party without written permission of the non-disclosing party. Both parties hereby agree that this Agreement and its contents benefit Purchasers and its contents may be shared with such Purchasers.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement and Related Escrow Instructions as of the Effective Date written on page one hereof.

LVD:

LUXURY VACATION DEALS, LLC
INSERT LLC INFORMATION

By: _____
Printed Name: LAURA VADILLO
Its: President

By: _____
Printed Name: HENRY INGIER
Its: Director

3301 W. Spring Mountain Rd., Suite 11
Las Vegas, NV 89102
Tele: _____
Fax: _____
Email: _____

CHICAGO:

CHICAGO TITLE COMPANY,
a California Corporation

By: _____
Printed Name: JoAnn Lockard
Its: Vice President

316 W Mission Ave., Suite 121
Escondido, CA 92025
Tele: 760/546-1001
Fax: 760-781-4017
Email: lockardj@ctt.com

PERSONAL GUARANTEE SET FORTH ON THE NEXT PAGE

PERSONAL GUARANTEE TO CHICAGO TITLE COMPANY:

The undersigned, an individual, for and in consideration of the benefits and agreements received that are set forth in the entirety of this Escrow Agreement, does hereby unconditionally and irrevocably guarantee to Chicago the full, prompt, and complete performance by LVD of all of the agreements, terms, and conditions of i) this Escrow Agreement, including any amendments hereto; ii) the Purchase Documents executed between LVD, Purchasers, and/or Chicago that include escrow instructions to Chicago; and iii) the Fulfillment and Distribution Agreement (defined in Exhibit "A" below) as it pertains to the duties and responsibilities of LVD to Purchaser(s) and/or Chicago as Escrow Agent of the parties.

In the event that LVD should breach any of its performance(s) as set forth herein, and such breach(s) should cause monetary loss(s) or damage(s) to Chicago, whether directly or indirectly, the undersigned hereby agrees that, upon demand, the undersigned shall personally reimburse and pay to Chicago the amount of such loss(s) or damage(s), including reasonable attorney fees, litigation costs, alternative dispute resolution expense, and whatsoever other fees and costs Chicago shall suffer in defending, determining, and/or collecting the loss(s) or damage(s) to Chicago hereunder.

In the event the undersigned breaches this Personal Guarantee of Chicago, the undersigned hereby agrees that Chicago may pursue recovery of its loss(s) and/or damage(s) for any breach(s) i) by LVD as set forth above; and/or ii) by the undersigned, including any additional and reasonable attorney fees, litigation costs, alternative dispute resolution expense, and whatsoever other fees and costs Chicago shall suffer in defending, determining, and/or collecting the loss(s) or damage(s) to Chicago by the breach(s) of the undersigned, by whatsoever lawful means or remedy(s) shall be available to Chicago, at law or in equity, including judgment and recovery against the personal assets of the undersigned.

Signature of Individual Guarantor

Signature of Individual Guarantor

Printed Name of Guarantor – **LAURA VADILLO**

Printed Name of Guarantor **HENRY INGIER**

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

TIN: _____

TIN: _____

EXHIBIT "A"

CLUB OWNER'S APPROVAL AND AGREEMENTS:

- A.** The undersigned JD and T ENTERPRISES, INC., a California corporation, dba Travel To Go ("**Travel**") is the owner and promoter of the Club, and hereby agrees as follows:
- A.1.** Travel and LVD have entered into that certain Distribution And Fulfillment Agreement dated December 5th, 2011 ("**Fulfillment Agreement**"), a copy of said agreement being attached hereto and by this reference made a part hereof designated as **Exhibit "H"**, wherein Travel has granted and accepted LVD as a distributor of the Club that allows LVD to sell sub-license agreements to Purchasers to become members in the Club, as set forth above in the terms and conditions of this Escrow Agreement; and
- A.2.** Upon receipt of each Purchaser(s) Program Fee paid to Travel at close of each Sale escrow, as set forth in the Fulfillment Agreement, Purchaser(s) shall become a participant and member of the Club and Travel hereby agrees to provide and fulfill, among other things, the right and sub-license to Purchaser(s) to access and utilize the privileges and benefits of the Club as set forth in the Fulfillment Agreement, Club Program materials, and Purchase Agreements.
- A.3.** Travel hereby acknowledges that Travel has read and approves of the terms and conditions regarding Chicago's services as Escrow Agent for the Sales by LVD to Purchasers for participation in its Club as set forth in the entirety of this Escrow Agreement.
- B.** **POINT-OF-SALE PURCHASE DOCUMENTS:** Travel hereby agrees that the documents attached hereto as Exhibit "C" represent the Purchase Agreement and other sales documents that have been approved, and/or provided, by Travel to be given to Purchasers at point-of-sale to identify the privileges and benefits that each Purchaser(s) will receive upon close of escrow and becoming a member of the Club. Travel hereby agrees that LVD is not authorized, and Travel shall not authorize, any changes, additions, or deletions to be made to the Purchase Documents unless and until Chicago has been provided with a copy of such changed Purchase Document(s).
- B.1.** Travel hereby acknowledges to Chicago that Travel requires LVD to obtain original 'wet' signatures from all Purchaser(s) on all applicable Purchase Documents, and Travel requires that LVD provide Escrow Agent a copy of all signed Purchase Documents, and any other documents utilized in the sales process, that are signed by Purchasers or were presented to a Purchaser to induce a Purchaser to purchase a membership in the Club and/or makes representation(s) of the benefits and privileges of the Club,
- C.** **TERMINATION:** In the event that Chicago becomes aware of any activity by Travel in the fulfillment process, or any other of Travel's processes, that Chicago determines in its sole discretion such activity has caused a Purchaser to dispute a purchase and may cause future Purchaser's to dispute as well, and/or will negatively affect Chicago, and/or will jeopardize the Chicago Merchant Account, Chicago may give LVD immediate notice of such unacceptable activity by Travel, and Chicago may immediately terminate this Escrow Agreement if the unacceptable activity is not immediately handled or remedied to Chicago's satisfaction.
- D.** **RESCISSION NOTICE; COMPLIANCE WITH LAW(S):**
- D.1.** Travel agrees that it will enforce the agreement set forth above wherein LVD agrees that the rescission notice that is provided to Purchaser(s) in the Purchase Document(s) shall at all times comply with the applicable law(s) of the applicable state in which a Sale takes place.
- D.1.a.** Travel also agrees that it will enforce the agreement set forth above wherein LVD agrees that the rescission notice set forth in each Purchase Agreement shall provide for the notice(s) of rescission to be provided to Chicago by Purchaser(s) desiring to cancel their purchase so that an escrow is not closed and funds disbursed on a sale wherein the Purchaser rescinded with the applicable rescission time period.
- D.2.** Travel agrees that it will require LVD to comply with all applicable Law(s) of the applicable state(s) in which each Sale of participation in the Club by LVD takes place.
- D.3.** Travel acknowledges and agrees that LVD Chicago shall have no duty and responsibility i) to determine the state(s) applicable to each of its Sale(s); ii) to know the applicable Law(s) for compliance in each state; and iii) to comply with the applicable state Law(s).

E. Travel acknowledges that the volume discount fee set forth in Exhibit "B" may be withdrawn by Chicago Title, after 30-days written notice, in the event that the total volume of escrows closed by Chicago per month from all Travel distributors is not significant enough to warrant the discount.

F. Travel hereby agrees to indemnify, hold harmless, and defend Chicago, as well as its shareholders, officers, directors, representatives, agents and employees, from all damages, losses, causes of action, costs, and expenses, including reasonable attorney's fees ("**Loss**") to Chicago and/or its Merchant Account, whether the Loss be incurred as a result of processing, handling, investigation, defense or prosecution of any claim or cause of action, or as a consequence of a breach by Travel, including its employees, agents, representatives, and/or affiliates ("**Travel, et al**"), and including, without limitation, from any and all misrepresentations, bad faith acts, allegations of deceptive trade practices, or violation of any laws, rules or regulations against Travel, et al, i) in providing and fulfilling the Benefits of the Club to a Member(s), including, but not limited to, any of its representations, warranties, duties, or obligations under this Agreement and the Purchase Documents provided to each Member(s) by LVD at point-of-sale for participation in the Club; and ii) in any of the agreements, duties, and obligations of Travel to Chicago under this Agreement. The foregoing provision shall survive the termination of this Agreement.

Agreed, accepted, and approved:

Travel:

**JD and T ENTERPRISES, INC., a California corporation, dba
Travel-To-Go**

BY: _____

Printed Name: _____ Date

Title: _____

Address: _____

Phone: _____

Email: _____

Exhibit "B"

FEES

Escrow Fees: It is agreed that Chicago shall receive a \$200 Escrow Fee from the proceeds of each closed escrow for a Sale hereunder. LVD hereby authorizes and instructs Chicago to pay the Escrow Fee due Chicago from sales proceeds at the close of each escrow in accordance with the provisions of Paragraph 4 above.

Provided however, it is understood and agreed that Chicago's Escrow Fee set forth above is a volume discount fee and is based upon Chicago closing escrows from sales by all distributors of the Club. The volume discount fee may be withdrawn by Chicago Title, after a 30-days written notice, in the event that the total volume of escrows closed by Chicago per month from all Travel distributors is not significant enough to warrant the discount. Chicago's escrow fee without the discount is \$250 per closed escrow.

Cancellation Fees: In the event an escrow is cancelled prior to the close of escrow and Purchaser's deposit is refunded, Chicago shall not charge a fee for handling that escrow; provided however, LVD understands and agrees that LVD will have the expense of Chicago's Merchant Account Fee(s) as set forth in Paragraph 3 above for any Purchaser's funds that are deposited into escrow and then refunded.

In the event an escrow is cancelled after the escrow has closed and Chicago has disbursed Purchaser's funds, Chicago shall retain its Escrow Fee and it will not be refunded.

EXHIBIT "C"

APPROVED PURCHASE DOCUMENTS

EXHIBIT "D"

ESCROW INSTRUCTIONS PARAGRAPH

(No less than 10 pt. type)

ESCROW INSTRUCTIONS TO CHICAGO TITLE COMPANY ("ESCROW AGENT"): By my signature affixed to this Membership Agreement, Distributor and Member(s) hereby agree that: 1. These paragraphs shall constitute an escrow instruction and agreement by the Member(s) and the Distributor to Chicago Title Company, a California corporation and licensed Escrow Agent ("Chicago"), to open an Escrow and act as our Escrow Agent for the monies deposited by the Member(s) into Escrow for purchase of the Membership represented herein. Chicago shall hold Member(s) funds in its Escrow trust account (without interest) and shall not close this Escrow until such time as Chicago shall (1) receive Member(s) signed Membership Agreement, Acknowledgment of Benefits and Services and Receipt for Program Materials; and (2) expiration of the rescission period applicable to this purchase without Chicago's receipt of a Request to Cancel from the Member(s), for which Member(s) have signed a receipt acknowledging Member(s) Right to Cancel and the timeframe and correct procedures for giving Chicago proper Notice exercising such right. Member(s) hereby acknowledge and understand that if a correct Notice to Cancel is not given to Escrow in the applicable timeframe, this Escrow will close and Member(s) monies will be disbursed and Member(s) may not receive a refund. At such time as Chicago shall disburse Member(s) monies deposited into this Escrow to the Distributor (or as the Distributor instructs) this Escrow shall be deemed closed and Chicago's duties as Escrow Agent shall be over. Chicago's sole duty as Escrow Agent shall be to receive and disburse Member(s) monies in accordance with these instructions and as determined by statute and customary practice in the State of California, United States of America.

2. Chicago, as Escrow Agent, is neutral and independent from Travel To Go and Distributor, and nothing contained herein shall be construed to create a partnership, joint venture, or otherwise, between, Travel To Go, Distributor, Member(s) and/or Chicago.

3. Chicago, acting as Escrow Agent hereunder, shall in no event be construed as a representation, warranty, endorsement or guaranty by Chicago as to the validity, marketability, or merchantability of the Club or the Membership sold by Distributor hereunder nor for any representation, guarantee or promise made by the Club or the Distributor to any Member hereunder or in the sales presentation and/or process for purchase of the Membership or for the delivery thereof.

4. If, after close of Escrow, a Member should have a dispute with the Club or the Distributor and seek a refund or cancellation this transaction, I understand that Escrow Agent will already have disbursed Member(s) funds and Escrow Agent shall no longer have any duty, responsibility or liability to Member(s) for a refund and Member(s) agree to seek settlement of the dispute and/or a refund directly from the Distributor.

5. Time is of the essence in this transaction.

EXHIBIT "E"**TO: CHICAGO TITLE COMPANY - Escrow Agent****CREDIT CARD AUTHORIZATION**Multiple Credit Card Authorizations: You must use a separate authorization form for each credit card given.The information below is given in strict confidence and must be complete and correct for this authorization to be valid.**Member Name(s):** _____

Please Print

Member Number: _____**Date:** _____

(Fill in date you are signing this form the same as other purchase documents)

I _____
(Fill in your name exactly as it appears on your credit card)

hereby authorize Chicago Title Company to charge my credit card for

\$ _____ US CURRENCY for my Purchase of a LUXURY VACATION DEALS, LLC Membership
(Enter total amount to be charged to your credit card)Please charge my credit card: (circle one): VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER**Credit Card Number:** _____

Fill in exactly as stated on your card

Credit Card Source Code: _____

Found on back of V/MC/Disc - Front of AMX

Expiration Date (month/year) _____

Fill in exactly as stated on your card

Card Billing/Mailing Address: _____

Credit card charge will appear on your credit card statement as "Chicago Title"

I hereby give this one-time authorization to Chicago Title Company to debit the amount set forth above against my credit card as payment in full of the total purchase price and costs for my LVD Travel Club Membership ("Membership") referenced above; and I authorize Chicago Title, as my Escrow Agent, to receipt and disburse my funds hereunder strictly in accordance with my signed Membership Agreement & Escrow Instructions of same date as this authorization. By my signature below, I hereby acknowledge receipt of my entire Membership that consists of my Member Number, my Membership Kit, and all of the Program Materials that provide me with full access to all of the goods, benefits, and/or services of the Membership for which the purchase price hereunder has been paid.

Foreign Currency Disclosure: Escrow Agent does not accept foreign currency into Escrow, all funds must be paid in US Currency.

→→ **YOU MUST ATTACH A COPY OF THE FRONT/BACK OF THE CREDIT CARD and
A COPY OF THE FRONT/BACK OF THE CARD HOLDER'S DRIVERS LICENSE/PASSPORT I.D.**

By my signature below, I hereby agree to the above terms and conditions of this credit card authorization and I agree to perform the obligations set forth in the Membership Agreement and Escrow Instructions I entered into (of this same date) with LUXURY VACATION DEALS, LLC and Chicago Title.

Credit Card Holder – sign name as it appears on the credit card

Buyer

Buyer

Buyer

EXHIBIT "F"

**THIRD PARTY AUTHORIZATION FOR CREDIT CARD FUNDS DEPOSIT INTO
ESCROW ON BEHALF OF A PURCHASER OTHER THAN THE CARD HOLDER**

To: Chicago Title Company, Escrow Agent

Date:

Re: Membership Number:

Purchaser(s):
Fill in the name(s) of purchaser(s) of the Membership for which the credit card was given

The undersigned is the holder/payor of the credit card that was
Fill in the full name from the credit card
submitted to Chicago Title Company and authorization given for payment against such credit card in the amount
of \$ US Currency for purchase of a LUXURY VACATION DEALS, LLC Membership
("Membership") Fill in the amount authorized.

The undersigned Card Holder hereby acknowledges and approves that:

- i) Ownership of the Membership shall vest solely in the name(s) of the above named Purchaser(s) and the undersigned Card Holder will not be named as an owner of the Membership; and
- ii) Chicago Title shall use the authorized payment amount solely in accordance with the Membership Agreement and Escrow Instructions, and any other purchase documents, signed by the above named Purchaser(s) and not signed by the Card Holder, but for which Card Holder hereby acknowledges having received a copy; and
- iii) The undersigned Card Holder shall receive nothing in return from seller, LUXURY VACATION DEALS, LLC, or from escrow for the use of funds authorized by the Card Holder hereunder to purchase a Membership solely for the Purchasers stated above; and
- iv) any refund of any portion of the authorized payment hereunder shall be in the form of a credit back to the Card Holder onto the same credit card from which the funds were received.

Signature of Card Holder exactly as name appears on the credit card

**A LEGIBLE COPY OF THE FRONT AND BACK OF THE CARD HOLDER'S DRIVERS LICENSE/PASSPORT AND A
COPY OF THE FRONT AND BACK OF THE CREDIT CARD MUST ACCOMPANY THE SIGNED CREDIT CARD
AUTHORIZATION BEFORE CHICAGO TITLE WILL ACCEPT THE CREDIT CARD PAYMENT INTO THE ESCROW.**

EXHIBIT "G"

**REINSTATEMENT OF MEMBERSHIP PURCHASE
AND RE-AUTHORIZATION OF CREDIT CARD CHARGE**

TO: Chicago Title Company, Escrow Agent

Today's Date: _____ **Member Number:** _____ **Seller: LUXURY VACATION DEALS, LLC**

Purchasers: _____
Fill in the name(s) of all Purchaser(s) from the Membership Agreement that was cancelled

This is to verify that the undersigned is/are the above named Purchaser(s) of the Travel Membership referenced above, for which a signed Membership Agreement and Escrow Instructions, dated _____, was submitted into escrow, and subsequently the undersigned submitted a written cancellation/rescission notice of such Membership Agreement.

The undersigned hereby acknowledges to Seller and Chicago Title that I have reconsidered cancellation/rescission of my Membership purchase and I hereby acknowledge and agree that I no longer desire to cancel/rescind the Membership purchase and I would like to reinstate and continue with the purchase of my Membership under the same documents and the same terms and conditions as I agreed to in the Membership Agreement and Escrow Instructions referenced above, and all other related purchase documents that I originally signed on the same date and submitted into escrow prior to giving my notice of cancellation/rescission.

I hereby rescind and cancel any dispute or chargeback regarding this Membership purchase that I have initiated with my credit card bank prior to the date hereof, and in the event a refund of my original credit card authorization for purchase of my Membership has been processed, I hereby reinstate my original credit card authorization and re-authorize Chicago Title to again charge my credit card for the Membership purchase price amount of \$ _____ (I only authorize one purchase price amount to be charged against my credit card in this entire transaction.)

You have the right to rescind this transaction for a period of three (3) business days after the date of this agreement. Saturday is considered a business day. In no event will the rescission period be shortened nor may it be waived. You must deliver written notice of your desire to rescind this transaction by first class mail (with proof of mailing) postmarked before 12:00 midnight of the third business day after the date of this agreement, to LUXURY VACATION DEALS, LLC -3301 W. Spring Mountain Rd., Suite 11, Las Vegas, NV 89102 and/or to Escrow Agent Chicago Title Company via fax: 760-888-4172, e-mail: lauryl.crane@ctt.com, or by mail to 316 W. Mission Avenue, Ste. 121, Escondido, CA 92025. ALSO you must return to LUXURY VACATION DEALS, LLC at the address above, all Program Materials (in the same new condition) that were provided to you at the time of purchase of your Plan. If you cancel in accordance with the terms herein you will receive a refund within 15 business days of the date upon which you gave notice of cancellation or the date LVD Concierge Services receives the return of your Program Materials, whichever date is the later. If you do not return your Program Materials (in the condition in which they were received) within seven (7) business days after you send written Notice of Rescission you will be charged an additional \$____ Program Materials replacement fee. The replacement fee shall be withheld by Escrow Agent from any refund due Member hereunder.

Signature of Credit Card holder - exactly as name appears on the credit card

Purchaser Signature

Purchaser Signature

Purchaser Signature

Purchaser Signature

CREDIT CARD HOLDER AND ALL PURCHASERS MUST SIGN TO REINSTATE THE MEMBERSHIP PURCHASE

EXHIBIT "H"

FULFILLMENT AGREEMENT

**INSTRUCTIONS TO CHICAGO TITLE FOR WIRE TRANSFER OF SALES PROCEEDS
AND ANY OTHER FUNDS DUE AND PAYABLE TO LUXURY VACATION DEALS, LLC BY
CHICAGO TITLE**

The undersigned owner(s) of LUXURY VACATION DEALS, LLC do hereby authorized and instruct Chicago Title to disburse Sale proceeds and/or any funds due LUXURY VACATION DEALS, LLC from any escrow for the Sale of a Club Membership hereunder, to LUXURY VACATION DEALS, LLC as follows:

Name of Bank: _____

Address of Bank: _____

Bank Routing (ABA) No. _____

Bank Swift No. _____

Account No: _____

Name of Account Holder: _____

LUXURY VACATION DEALS, LLC:

LUXURY VACATION DEALS, LLC,
(“A/AN NEVADA LIMITED LIABILITY COMPANY”)

By: _____
Printed Name: LAURA VADILLO
Its: PRESIDENT

By: _____
Printed Name: HENRY INGIER
Its: DIRECTOR

In order for Escrow personal to make contact with the correct person/persons at the distributor that can assist with various issues and expedite the closing of sales, please complete the questions below with the name(s) of the contact person/persons (i.e. sales person, office administration personnel, accounting personnel; distributor, etc.):

TO: CHICAGO TITLE COMPANY - ESCROW AGENT

Who should escrow contact at the distributor to notice of any problems with sales documents? _____

Who should escrow contact at the distributor to notice of any problems with receipt of purchaser's funds: _____

If escrow does not receive adequate response from the above person(s), and the sale is in jeopardy of not closing on time, what additional person at the distributor should escrow notice? _____

Who should escrow send the Approval to Close Escrow e-mail notice to at the distributor? _____
This person must be responsible for knowing if a cancellation/rescission notice has been received at the distributor or the sales office/persons. The reply to this e-mail authorizes closing and makes the distributor liable for a complete refund of purchaser's total deposit from the distributor's next proceeds if a purchaser provides proof that a valid rescission was given to the distributor or sales office/persons.

Who should escrow send notice to at the distributor of closings and wire amounts? _____

Who should escrow contact at the distributor to give notice of a rescission/cancellation received by escrow? _____

Who should escrow contact at the distributor for help with complaints and general questions? _____

Who should escrow contact at the distributor for URGENT issues? _____

Please complete as to the contact information for each person named above:

PERSON NAMED:	e-mail:	tele:	fax:
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PERSON NAMED:	e-mail:	tele:	fax:
---------------	---------	-------	------

PERSON NAMED:	e-mail:	tele:	fax:
---------------	---------	-------	------

PERSON NAMED:	e-mail:	tele:	fax:
---------------	---------	-------	------

PERSON NAMED:	e-mail:	tele:	fax:
---------------	---------	-------	------

PERSON NAMED:	e-mail:	tele:	fax:
---------------	---------	-------	------

PERSON NAMED:	e-mail:	tele:	fax:
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Post the security fund on-line for all personnel to view, or e-mail only to distributor monthly: On-line / E-mail
Circle One

LUXURY VACATION DEALS, LLC:

BY: _____

BY: _____

CHICAGO TITLE - TRAVEL CLUB ESCROW PROCEDURES:

An escrow spreadsheet will be posted daily on the internet for Distributor and ACS personnel to review the status of each escrow. There are tabs at the bottom for 'open' 'closed' 'cancelled' and 'charge back' transactions.

1. **Entry of sale onto 'open' spreadsheet:** An escrow is opened when Chicago receives either a) Purchaser's signed Sales Documents; or b) acknowledgement of Purchaser's credit card funds deposited into the escrow account
2. **Determine the type of sale:** Escrow make an entry for the type of sale for each escrow - whether it is a Full Membership or an Exit Program - funds paid to ACS are different for each the two types of purchase.
3. **Determine Right of Rescission Expiration Date & Estimated Escrow Close Date:** Escrow will enter onto the spreadsheet for each sale, the date of expiration of the rescission and the anticipated escrow closing date.
Rescission: Midnight of 3rd day after signing - not counting day of sale, Sunday or legal holidays
Est. Close Date: 3rd day after expiration of Rescission - see No. 7 below
4. **Review Purchase Documents for CORRECT signatures of ALL parties, completion of all required information, and verify that INITIALLED CHANGES:** Escrow will enter "Y" onto the worksheet when the documents are approved.
Required Docs into Escrow: Worksheet - Membership Purchase Agreement - Receipt for Program Materials
 Acknowledgement of Benefits and Services (all items must be initialed)
 CC Authorization (including copies back/front of cc and driver's license/passport)
 ANY other sales document signed or given to the purchaser
5. **Sales Documents NOT approved by escrow:** If escrow has any issues with the documents, escrow will put "NO" in column "G" on the spreadsheet and a reason why in comments for each sale. Escrow will change the color of the line to highlight that the sale has a problem. Escrow will also immediately notice the distributor contact by e-mail to have the item corrected. If escrow does not receive adequate response in 24-48 hrs, escrow will send another e-mail to the distributor contact and to the distributor's 2nd contact person and make note of these notices in the comments section. If escrow does not have an adequate response by the time the escrow can close, then escrow will notice ACS and the URGENT distributor contact person that escrow cannot close and the reason why. Once escrow has approved all of the documents, escrow will enter "Y" on the worksheet, and delete the color on the worksheet.
6. **\$ Received Into Escrow Trust Account:** When escrow has receipt of purchaser's \$ into the escrow trust account, escrow will put "Y" in column "L" 'Payment Clear' on the spreadsheet.
7. **Estimated Close Date:** Escrow must provide 2 days mail time after expiration of the rescission period to receive a rescission notice put into the mail during the rescission period; escrow will close and disburse funds on the next day PROVIDING escrow has received Distributor's Authorization set forth below).
Distributor's Written Authorization of No Rescission and Closing: On the day of closing and providing escrow has all funds and signed docs required to close, escrow will send an e-mail to the Distributor's contact person requesting written (e-mail) acknowledgement that the Distributor, and anyone representing the Distributor, has NOT received a notice or request to cancel from this purchaser, and request authorization for escrow to close and disburse purchaser's funds. Escrow will send a separate e-mail authorization request for each escrow and will NOT combine approval requests for separate escrows together into one e-mail - this procedure is to alleviate the risk of having the distributor contact overlook one of the multiple entries and approve a sale to close when it should not.

8. **Upon escrow's receipt of Authorization to Close (set forth above)**, escrow will settle and disburse all funds in escrow according to the Sales Documents and Escrow Instructions. **Escrow will move the transaction from the 'open' tab to the 'closed' tab for settlement.** Distributor's proceeds wire will be sent same day as settlement and will be noted on the spreadsheet. East coast banks usually do not post wires until the next morning. .
9. **Amounts withheld** for the cc fees and security fund will be moved to the "security fund" tab. Initially the cc fees held from each closing will be 2% for V/MC/Disc and 3.25% for AMX; however, on a monthly basis if escrow finds that the withhold % is short of the actual amount of the distributors bank fees, escrow may have to increase the % going forward- escrow will the distributor of any % change.
10. **Distributor may want to receive a wire/check once per week instead of daily** (usually to save the daily \$15 escrow bank's wire fees) (distributor's bank may also charge an incoming wire fee) escrow will settle the sales on the respective closing date, and hold disbursement of the proceeds until the weekly wire day.
11. **Escrow will send the distributor an e-mail notice when a wire has been sent** and provide a complete backup for the amounts sent.
12. **Escrow will deduct \$15 from the wire amount to pay the escrow bank's wire fee UNLESS distributor chooses to receive one wire weekly – then escrow will waive the \$15 fee.**
13. **In the event of a VALID CANCELLATION WITHIN THE RESCISSION TIME PERIOD:** Escrow will immediately notice the distributor and ACS of the cancellation and ask the distributor to notice escrow when distributor has received the KIT returned in good condition. If no KIT received by the distributor by the 10th day, escrow will e-mail and call the purchaser and remind him that escrow cannot refund \$ until the KIT has been returned to the distributor IN GOOD CONDITION. If purchaser says he is not going to return the KIT, escrow will confirm that in an e-mail to the purchaser and notice the distributor, and ACS, and refund purchaser's money after withholding the KIT fee and the restocking fee as stated in the Purchase Agreement. Once escrow has disbursed the refund, escrow will move the transaction from the 'open' tab to the 'cancelled' tab. If the KIT is not being returned, then the KIT fee amount that the distributor pays to ACS at each closing must be paid to ACS, and the difference in the KIT fee and the restocking fee are due the distributor and will be disbursed to the distributor with other sale proceeds wire.
In some instances, where a distributor is running skinny on the cc discount fees withheld at closings vs. the actual charge by the merchant bank, escrow may suggest that the distributor allow the refunds of Kit fees and restocking fees to be deposited into the security fund to cover the cc fees shortfall so escrow doesn't have to collect a higher % from closings to cover any shortage.
14. **In the event of a CANCELLATION OUTSIDE OF THE RESCISSION TIME PERIOD** (that was not mailed during the rescission period), **but ESCROW HAS NOT DISBURSED THE DISTRIBUTOR'S PROCEEDS, ESCROW WILL PUT A HOLD on the closing,** and will notice the distributor and ACS that escrow has received a late rescission and wait for further instructions. If instructed to refund, follow same procedures as 13 above. **Escrow manager must approve if distributor elects to close anyway and ignore the rescission received.**
15. **In the event of a CANCELLATION OUTSIDE OF THE RESCISSION TIME PERIOD and ESCROW HAS CLOSED AND DISBURSED FUNDS,** escrow will notice the Purchaser that the rescission notice was transmitted outside of the rescission time period and was received after escrow had already closed the escrow and purchaser's funds were disbursed in accordance with their escrow instructions. Escrow will immediately notice the distributor and ACS.

16. **In the event escrow discovers that the Purchaser gave a VALID RESCISSION NOTICE AFTER ESCROW HAS ALREADY DISBURSED FUNDS TO THE DISTRIBUTOR**, escrow will notice the distributor and ACS and escrow will withhold the full amount of the sale (not just the proceeds) from the distributor's next closings so that escrow can refund the purchaser's total deposit per the purchase agreement. Escrow will follow the refund procedures same as 13 above, EXCEPT, ACS will have already received KIT fee at close so if purchaser is not going to return the KIT, then the full KIT fee amount withheld from refund will be paid to the distributor.

17. **In the event a purchaser wants to REINSTATE a purchase after a rescission notice has been received AND funds have NOT been disbursed from escrow, purchasers (all) must sign a REINSTATEMENT INSTRUCTION** before escrow can proceed to close the sale AND a new 3-day Right of Rescission attaches after the reinstatement is signed. Escrow prefers that escrow e-mail the reinstatement instructions direct to the purchaser to sign.

18. **In the event escrow receives a cc authorization for a credit card of a person that is NOT one of the purchasers,** distributor will need to obtain the card holder's signature on a **3rd Party Receipt before disbursing those funds.**

19. **HANDLING A CHARGE-BACK BEFORE ESCROW HAS CLOSED:** Escrow will be noticed by its merchant bank that a purchaser has disputed the cc charge for purchase of the membership. The bank will remove the disputed amount (usually the total sales price) from escrow's trust account and the bank will put that money into a 'suspense' account at the bank until the dispute is resolved.
If the charge-back was received by the bank before expiration of the rescission period, there is nothing that escrow can do but go ahead and let the bank refund to the purchaser, and escrow will immediately notice the distributor and ACS that the purchaser initiated a charge back before the end of the expiration period and the transaction is cancelled. Move the account from the 'open' tab to the 'cancelled' tab.

If the charge-back was received by the bank after expiration of the rescission period, escrow will immediately put a HOLD ON THE ESCROW FROM CLOSING, notice the distributor and ACS, and wait for distributor's instruction as to whether or not distributor wants to challenge the charge back or go ahead and let the bank refund to the purchaser. Depending upon what the distributor decides, escrow will follow the refund procedure in the paragraph above, or respond to the dispute as set forth in 20 below. **BUT IN NO EVENT CAN THIS ESCROW CLOSE UNTIL DISPUTE IS SETTLED AND THE FUNDS RETURNED TO THE ESCROW ACCOUNT BY THE BANK.** Escrow manager must approve if the distributor wants to challenge the charge back as, depending upon the circumstances, escrow may not be able to ever approve closing of the sale, especially if purchaser will arbitrate the bank's decision.

20. **HANDLING A CREDIT CARD CHARGE BACK AFTER ESCROW HAS CLOSED:** Escrow will be noticed by its merchant bank that a purchaser has disputed the cc charge for purchase of the membership. The bank will remove the disputed amount (usually the total sales price) from escrow's trust account and the bank will put that money into a 'suspense' account at the bank until the dispute is resolved. Escrow shall immediately 1) withdraw from the distributor's security fund account the amount that the bank withdrew from the escrow trust account and deposit those funds back into the escrow trust account to cover the withdrawal by the bank so that escrow will not have a shortage in its trust account; 2) notice the appropriate distributor contact and ACS that the dispute has been received and funds have been withdrawn from the distributor's security fund account. Escrow will request that the distributor and ACS furnish escrow, within 5 days, any items that either may have to support the sale (escrow will already have copies of the signed sale documents that were deposited into escrow) as distributor and ACS may have others supporting items and/or information – especially from ACS if the purchaser has used the membership as that will make a difference in the outcome of the process. Escrow will respond to the bank with all of the support that escrow has and receives from distributor/ACS and wait for the bank to make a determination as to approval of the charge back or not.

If the charge back is approved in favor of the distributor by the bank: The bank will (usually same day or the next) re-deposit the funds that were initially withdrawn from the escrow trust account back into the escrow trust account – escrow shall disburse those funds to the distributor in its next proceeds funding to reimburse distributor for the funds withheld from proceeds to replenish the security fund for the initial withdrawal.

If the charge back is approved in favor of the purchaser by the bank: The bank will refund the amount held in suspense back to the purchaser's charge account. Distributor will not receive any funds back.

21. **HANDLING ANY COMPLAINT OR DISPUTE, ATTORNEY OR AG THREAT, ETC. REGARDLESS IF THE PURCHASER INITIATES A CC CHARGE-BACK OR NOT:** If a purchaser makes a complaint or dispute, and threatens, or actually does, get an attorney, goes to the attorney general in the state, goes to the BBB, etc., to raise their complaint to a higher level. The purchaser may or may not file a charge back against his credit card when making a complaint. NEVERTHELESS WE TAKE COMPLAINTS VERY SERIOUS and escrow must immediately notice the distributor and ACS of any complaints. Escrow needs to respond quickly and stay on top of these complaints – if escrow feels that a complaint is escalating, escrow manager may get involved to bring closure to the complaint before it is left to go too far and cost more than a refund or settlement would have.

EXHIBIT B

Travel To Go

7964-B Arjons Drive
San Diego, CA 92126**Invoice**

Date	Invoice #
3/22/2013	7268

Bill To
Luxury Vacation Deals, LLC (new) 4616 west Sahara #317 Las Vegas, NV 89102

		P.O. No.	Terms	Project
Description	Qty	Rate		Amount
Fedex Invoice Shipping Charge Tracking	1	169.50		169.50
Sheraton Petaluma Attn: Josh Story 745 Baywood Dr. Petaluma, CA 94954 210-355-5856				
		Total \$169.50		
		Payments/Credits \$0.00		
		Balance Due \$169.50		

		P.O. No.	Terms	Project
Description	Qty	Rate	Amount	
10191765/Salamone	1	150.00	150.00	
10191686/Koch	1	150.00	150.00	
10191688/Stallmann	1	150.00	150.00	
10191693/Del Bonta	1	150.00	150.00	
10191700/Petersen	1	150.00	150.00	
10191767/Levine	1	150.00	150.00	
10191768/Wait	1	150.00	150.00	
10191806/Bedoka	1	150.00	150.00	
10191807/Banks	1	150.00	150.00	
		Total	\$1,350.00	
		Payments/Credits	\$0.00	
		Balance Due	\$1,350.00	

Travel To Go

7964-B Arjons Drive
San Diego, CA 92126**Invoice**

Date	Invoice #
4/7/2013	7295

Bill To
Luxury Vacation Deals, LLC (new) 4616 west Sahara #317 Las Vegas, NV 89102

		P.O. No.	Terms	Project
Description	Qty	Rate		Amount
10192092/Picard	1	150.00		150.00
10192090/Walton	1	150.00		150.00
10192087/Jacobsen	1	150.00		150.00
10192086/Stephens	1	150.00		150.00
10191923/Moore	1	150.00		150.00
10191926/Morita	1	150.00		150.00
10191925/Locati	1	150.00		150.00
10191879/Hagerty	1	150.00		150.00
10191878/Oberero	1	150.00		150.00
10191877/Connick	1	150.00		150.00
10192248/Cross	1	150.00		150.00
10192242/Shaw	1	150.00		150.00
10192239/Park	1	150.00		150.00
10192232/Crane	1	150.00		150.00
		Total		\$2,100.00
		Payments/Credits		\$0.00
		Balance Due		\$2,100.00

Vacation Fulfillment

10606 Camino Ruiz
Suite 8 #304
San Diego, CA 92126

Invoice

Date	Invoice #
4/16/2013	7313

Bill To

Luxury Vacation Deals, LLC (new)
4616 west Sahara #317
Las Vegas, NV 89102

			Terms	Rep	Project
Qty	Item	Description	Rate	Class	Amount
2	Shipping Char...	Fedex Invoice Shipping Charge Tracking Hampton Inn & Suites Windsor Attn: Josh Story 8937 Brooks Rd South Windsor, CA 95492	99.19		198.38

[illegible]

Description	Qty	Rate	Amount
Zippered Binder- VIP Vacation Plan	20	250.00	5,000.00
		Total	\$5,000.00
		Payments/Credits	\$0.00
		Balance Due	\$5,000.00

	P.O. No.	Terms	Project
Description	Qty	Rate	Amount
Zippered Binder- VIP Vacation Plan	14	250.00	3,500.00
VIP Passport	6	150.00	900.00
		Total	\$4,400.00
		Payments/Credits	\$0.00
		Balance Due	\$4,400.00

[illegible]

EXHIBIT C

Pearo, Cina

Subject: FW: LUXURY VACATION DEALS RESERVE RELEASE
Attachments: IRS (1).pdf

From: Henry Ingier [<mailto:henry.ingier@gmail.com>]
Sent: Thursday, March 20, 2014 6:57 AM
To: Pearo, Cina
Cc: laura vadillo; Crane, Lauryl
Subject: LUXURY VACATION DEALS RESERVE RELEASE

3-19-2014

Good Afternoon,

Please note the enclosed documents, in which our lawyer and accountants have advised us, take precedent on any reserve funds.

We provided also the General Partnership papers, which show myself as General Partner and responsible party.

The tax that will be owed as well as the debt that is enclosed is more than the reserve itself. Since I, Henry Ingier am personally liable for these debts, it is our request that these funds be released for payment to the IRS and State of California.

We have been advised that chapter 7 or 13 is not an option as the IRS and State of California are exempt.

Please release the reserve account to Laura E Vadillo

[REDACTED]

[REDACTED]

[REDACTED]

Thank You,

Henry Ingier

Laura Vadillo

Form 668 (Y)(c) (Rev. February 2004)	1872 Department of the Treasury - Internal Revenue Service <h2 style="text-align: center;">Notice of Federal Tax Lien</h2>																								
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 (800) 829-3903	Serial Number <div style="background-color: black; width: 100px; height: 1.2em; margin: 0 auto;"></div>																								
<p>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</p>																									
Name of Taxpayer HENRY R INGIER																									
Residence																									
<div style="border: 1px solid black; padding: 5px;"> IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a). </div>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Kind of Tax (a)</th> <th style="width: 15%;">Tax Period Ending (b)</th> <th style="width: 20%;">Identifying Number (c)</th> <th style="width: 15%;">Date of Assessment (d)</th> <th style="width: 15%;">Last Day for Refiling (e)</th> <th style="width: 20%;">Unpaid Balance of Assessment (f)</th> </tr> </thead> <tbody> <tr> <td>1040</td> <td></td> <td><div style="background-color: black; width: 100px; height: 1.2em; margin: 0 auto;"></div></td> <td>02/11/2013</td> <td>03/13/2023</td> <td>28329.35</td> </tr> <tr> <td colspan="5" style="height: 150px;"></td> <td></td> </tr> <tr> <td colspan="5" style="vertical-align: bottom;"> Place of Filing REGISTER OF MESNE CONEYANCE Horry County Conway, SC 29526 </td> <td style="vertical-align: bottom; text-align: center;"> Total 28329.35 </td> </tr> </tbody> </table>		Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)	1040		<div style="background-color: black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	02/11/2013	03/13/2023	28329.35							Place of Filing REGISTER OF MESNE CONEYANCE Horry County Conway, SC 29526					Total 28329.35
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)																				
1040		<div style="background-color: black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	02/11/2013	03/13/2023	28329.35																				
Place of Filing REGISTER OF MESNE CONEYANCE Horry County Conway, SC 29526					Total 28329.35																				

- For Optional Use by Recording Office
- This Notice of Federal Tax Lien has been filed as a matter of public record.
 - IRS will continue to charge penalty and interest until you satisfy the amount you owe.
 - Contact the Area Office Collection Function for information on the amount you must pay before we can release this lien.
 - See the back of this page for an explanation of your Administrative Appeal rights.

This notice was prepared and signed at BALTIMORE, MD, on this,

the 26th day of November, 2013.

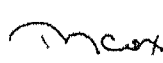
Signature <div style="text-align: center; margin-top: 10px;">  </div>	Title ACS SBSE (800) 829-3903
for P.A. BELTON	23-00-0008

EXHIBIT D

EXHIBIT D

EXHIBIT D

EXHIBIT D



Toll Free: 1-800-229-8620

Please contact our office to make payment

Mailing Address: 382 Main Street
Salem, NH 03079-2412

Office Hours: 8:00 AM to 5:00 PM ET Monday – Thursday
8:00 AM to 4:00 PM ET Friday

Date: July 6, 2012

Account Information	
Re	Automatic Data Processing
Name	Lvd Services
Client ID	Rr/MN6-A-800026561048
Account Number	00254303
Premium Due	\$8,614.36
Interest	\$0.00
Coll. Costs	\$2,153.59
Balance	\$10,767.95

In view of your failure to make satisfactory arrangements with our client indicated above, they have referred your outstanding account to this office.

Since this obligation is long overdue, we request that payment be made immediately. Your check for the total amount outstanding should be mailed to the address listed above.

Failing to hear from you, we shall have no alternative but to take the necessary action to protect our client's interests.

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic funds transfer from your account or to process the payment as a check transaction. If you don't want to authorize an electronic funds transfer, please write "NO EFT" on the line located in the lower left corner of your check.

Send all payments and correspondence to 382 Main Street, Salem, NH 03079.

Payment Options: Online Payment [HTTPS://WPIIPAYMENT.COM](https://wpiipayment.com)
Check by Phone 1-800-229-8620
Mail in Payment Windham Professionals, Inc., 382 Main St., Salem, NH 03079

Minnesota: This Collection Agency is licensed by the Minnesota Department of Commerce.

North Carolina: North Carolina Permit Number 101912

Tennessee: This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

Wisconsin: This Collection Agency is licensed by the Division of Banking, P.O. Box 7876, Madison, Wisconsin 53707.

Detach and Return with Your Payment

C_DAKS1197_L-001



DAKS1197
PO Box 1022
Wixom MI 48393-1022
ADDRESS SERVICE REQUESTED

REGARDING	
Automatic Data Processing	
ACCOUNT NUMBER	BALANCE
00254303	\$10,767.95

July 6, 2012

00254303-001 823762590



PERSONAL & CONFIDENTIAL

Lvd Services
3301 Spring Mountain Rd Ste 11
Las Vegas NV 89102-8648

Windham Professionals, Inc.
382 Main Street
Salem NH 03079-2412




EXHIBIT E

EXHIBIT E

EXHIBIT E

EXHIBIT E

EDD  DE 2176
PO BOX 826215 MIC 3A
SACRAMENTO, CA 94230-6215



LUXURY VACATION DEALS
3301 SPG MNT RD STE 11
LAS VEGAS NV 89102-8648

Letter ID: L2135488384
Issued Date: January 28, 2013
Mail Date: February 4, 2013
Account ID: 012-7043-8
549978112_P3781_E2872

Statement of Account

This is a summary of your liability for each period, along with the balance owed on your account. The daily interest for these liabilities has been calculated through February 12, 2013. Payment may be submitted online through our secure Web site or by mail using the attached payment voucher at the bottom of the page.

Account ID: 012-7043-8 Account Type: Employment Tax

<u>Period Ending</u>	<u>Tax</u>	<u>Penalty</u>	<u>Interest</u>	<u>Credit</u>	<u>Balance</u>
30-Jun-2012	\$920.81	\$173.74	\$15.59	\$102.10	\$1,008.04
Total:					\$1,008.04

If you have any questions regarding this statement, you can review your employer account on the Employment Development Department's e-Services for Business at <https://eddservices.edd.ca.gov> or call 888-745-3886.

DE 2176 Rev. 10 (9-11) e-Services for Business. Online. Anytime. <https://eddservices.edd.ca.gov>
Detach and return this portion with payment

Account ID 012-7043-8	Amount Due \$1,008.04
Letter ID L2135488384	Issue Date January 28, 2013
Statement ID 2135488384	

Make remittances payable to Employment Development Department. Include Account ID on all checks and inquiries.



LUXURY VACATION DEALS
3301 SPG MNT RD STE 11
LAS VEGAS NV 89102-8648

DE 2176 Rev. 10 (9-11)

EMPLOYMENT DEVELOPMENT DEPT.
PO BOX 989061
WEST SACRAMENTO, CA 95798-9061

0127043829912310000001008041500021354883841231999918

EXHIBIT F

EXHIBIT F

EXHIBIT F

EXHIBIT F



**Service of Process
Transmittal**

10/29/2014

CT Log Number 525978621

TO: Regina Griffis, AYP/Dept Manager
Fidelity National Financial, Inc.
601 Riverside Avenue, Building 5, 4th Floor
Jacksonville, FL 32204

RE: Process Served in California

FOR: Chicago Title Company (Domestic State: CA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Perfekt Marketing, LLC, etc., Pltf. vs. Luxury Vacation Deals, LLC, etc., et al.
including Chicago Title Company, Inc., etc., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Motion, Notice(s), Memorandum, Exhibit(s)

COURT/AGENCY: Clark County District Court, NV
Case # A14703875F

NATURE OF ACTION: Plaintiff's Motion for Order Directing Disbursement of Funds or, In The Alternative
for an Order to Show Cause to Non-Parties as to Why the Funds Should not be
Disbursed

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 10/29/2014 at 15:50

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: 11/20/2014 at 09:00 a.m.

ATTORNEY(S) / SENDER(S): Vernon A. Nelson
6385 S. Rainbow Blvd.
suite 600
Las Vegas, NV 89118
702-893-3383

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day
Image SOP
Email Notification, Regina Griffis regina.griffis@fnf.com
Email Notification, Title Claims titleclaims@fnf.com
Email Notification, Patrick Mortimer Patrick.Mortimer@fnf.com
Email Notification, Kelly Feese kelly.feese@fnf.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Page 1 of 1 / CM

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

OCT 29 2014 23:50

Electronically Filed
10/16/2014 05:06:18 PM

1 MOT
 2 VERNON A. NELSON JR.
 Nevada Bar No. 6434
 3 ADAM J. BREEDEN
 Nevada Bar No. 8768
 LEWIS BRISBOIS BISGAARD & SMITH LLP
 4 6385 S. Rainbow Boulevard, Suite 600
 Las Vegas, Nevada 89118
 5 Tel: 702.893.3383
 FAX: 702.893.3789
 6 E-mail: Vernon.Nelson@lewisbrisbois.com
 E-Mail: Adam.Breeden@lewisbrisbois.com
 7 Attorneys for Plaintiff



CLERK OF THE COURT

8 DISTRICT COURT
 9 CLARK COUNTY, NEVADA

10 PERFEKT MARKETING, LLC, an Arizona
 11 limited liability company,

12 Plaintiff,

13 vs.

14 LUXURY VACATION DEALS, LLC, a
 Nevada limited liability company; HENRY
 15 INGIER, an individual; MICHAEL
 DIMAYO, an individual; JOSHUA STORY,
 16 an individual,

17 Defendants.

CASE NO. A-14-703875-F

Dept. No.: XVI

Date of Hearing: _____

Time of Hearing: _____

18 PLAINTIFF'S MOTION FOR ORDER DIRECTING DISBURSEMENT OF FUNDS OR, IN
 19 THE ALTERNATIVE, FOR AN ORDER TO SHOW CAUSE TO NON-PARTIES AS TO
 20 WHY THE FUNDS SHOULD NOT BE DISBURSED.

21 Plaintiff, PERFEKT MARKETING, LLC, by and through its attorneys of record,
 22 LEWIS BRISBOIS BISGAARD & SMITH LLP, hereby moves this Court for an order
 23 distributing funds from a certain account to the Plaintiff or, in the alternative, to issue an
 24 Order to Show Cause to non-parties as to why the same should not occur.

25 //

26 //

27 //

28 //

LEWIS
 BRISBOIS
 BISGAARD
 & SMITH LLP
 ATTORNEYS AT LAW

4847-9521-7183.1

1 This Motion is supported by the accompanying memorandum of points and
2 authorities, the pleadings and papers on file herein, and any oral argument at any hearing
3 on this Motion.

4 DATED this 16th day of October, 2014.

5 LEWIS BRISBOIS BISGAARD & SMITH LLP

6
7 By 

8 VERNON A. NELSON JR.

9 Nevada Bar No. 6434

10 ADAM J. BREEDEN

11 Nevada Bar No. 8768

12 6385 S. Rainbow Boulevard, Suite 600

13 Las Vegas, Nevada 89118

14 Tel: 702.893.3383

15 FAX: 702.893.3789

16 E-mail: Vernon.Nelson@lewisbrisbois.com

17 E-Mail: Adam.Breeden@lewisbrisbois.com

18 *Attorneys for Plaintiff*

19
20
21
22
23
24
25
26
27
28
LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4847-9521-7183.1

NOTICE OF MOTION

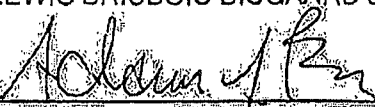
TO: ALL INTERESTED PARTIES; and
TO: THEIR ATTORNEYS OF RECORD.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned
will bring the foregoing MOTION FOR ORDER DIRECTING DISBURSEMENT OF
FUNDS OR, IN THE ALTERNATIVE, FOR AN ORDER TO SHOW CAUSE TO NON-
PARTIES AS TO WHY THE FUNDS SHOULD NOT BE DISBURSED in the above
entitled matter on for hearing on the 20 day of NOVEMBER, 2014, at the hour of 9:00A
before the District Court, Department XVI or as soon thereafter as counsel can be heard.

DATED this 16th day of October, 2014.

LEWIS BRISBOIS BISGAARD & SMITH LLP

By


VERNON A. NELSON JR.
Nevada Bar No. 6434
ADAM J. BREEDEN
Nevada Bar No. 8768
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Tel: 702.893.3383
FAX: 702.893.3789
E-mail: Vernon.Nelson@lewisbrisbois.com
E-Mail: Adam.Breeden@lewisbrisbois.com
Attorneys for Plaintiff

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. FACTS

3 Plaintiff PERFEKT MARKETING, LLC is an Arizona company that among other
4 services provides leads or qualified potential buyers for vacation club memberships to
5 other sales companies. The Defendants in this case are LUXURY VACATIONS DEALS,
6 LLC and its principals. LUXURY VACATION DEALS was formerly a company that sold
7 vacation club memberships and agreed to pay PERFEKT MARKETING, LLC money per
8 qualified lead they provided.

9 PERFEKT MARKETING was not fully paid for the services it provided and it
10 obtained a judgment in the state of Arizona against the Defendants for the unpaid amount
11 which, with principal, interest, costs and attorney's fees, totaled \$93,502.14. The Arizona
12 judgment was entered on August 26, 2014 and the judgment was domesticated in
13 Nevada on September 25, 2014.¹ To date, no portion of the judgment has been paid.

14 The Motion concerns a certain merchant reserve account that LUXURY
15 VACATION DEALS formed. To explain why the reserve account exists, when LUXURY
16 VACATION DEALS sold vacation club memberships, it was acting as a dealer or sales
17 broker for a larger company, Vacations to Go. Vacations to Go insists on a reserve
18 account so that if customers cancel their memberships or stop charges, a fund exists to
19 reimburse Vacations to Go for the commissions or other funds it has paid for those sales
20 (which were then cancelled or charged back). The reserve account was set up at
21 Chicago Title Company, Inc., a California corporation. On information and belief there is
22 presently \$60,120.25 in the reserve account.

23 On or about February 21, 2013, LUXURY VACATION DEALS entered into an
24 "Irrevocable Assignment of Proceeds in Security Fund Account" wherein is completely
25 and irrevocably assigned the entire reserve account at Chicago Title to PERFEKT
26

27 ¹ Foreign judgment domestication package, Ex. 1.
28

1 MARKETING.² Of course, LUXURY VACATION DEALS can only assign what it has a
 2 legal interest in and the assignment may be subject to any valid claims from charge backs
 3 or cancellations made by Vacations to Go on the account. PERFEKT MARKETING does
 4 not concede that any such valid claims exist, but they may.

5 Although PERFEKT MARKETING'S entitlement to the reserve account funds
 6 seems clear, it has simply not been able to obtain a release of the funds. It cannot get
 7 Vacations to Go to assert their claims, it cannot get anyone from LUXURY VACATION
 8 DEALS to sign off on a disbursement, another creditor Steve Yarmak has appeared
 9 making claims and Chicago Title Company is caught in the middle of all these claims,
 10 simply not knowing to whom it can legally release the money.

11 It should also be noted that on or about October 15, 2014, PERFEKT MARKETING
 12 submitted a writ of garnishment to Chicago Title for the funds, so there can be no
 13 argument that claims of another creditor have somehow taken precedent.³

14 Therefore, PERFEKT MARKETING brings this motion to get the Court to order the
 15 funds to be distributed or to issue an order to show cause on the non-parties as to why
 16 the same should not be ordered.

17 II. LAW AND ARGUMENT.

18 PERFEKT MARKETING is entitled to the funds in the reserve account for two
 19 reasons. First, all the funds in the account were irrevocably assigned to it on February
 20 23, 2013. Second, a writ of execution and garnishment has issued pursuant to the
 21 judgment, directing the funds in the reserve account to be turned over to PERFEKT
 22 MARKETING.

23 Respectfully, there may be other claims floating around out there but anyone can
 24 make a claim. PERFEKT MARKETING has established its legal entitlement to the funds
 25

26 ² See Irrevocable Assignment, Ex. 2. This is a poor quality original so a clearer, unsigned
 27 copy is also attached.

28 ³ Writ and garnishment package, Ex. 3.

1 in the reserve account and should not have to wait any longer for them to be released.

2 Therefore, PERFEKT MARKETING requests an Order directing Chicago Title Co.,
3 Inc. to release the entire account to PERFEKT MARKETING. Alternatively, if any of the
4 other potential claimants claim a legally-valid portion of the funds that take priority over
5 PERFEKT MARKETING'S interest, let the Court issue an order to show cause for them to
6 support the same.

7 III. CONCLUSION

8 PERFEKT MARKETING seeks intervention from the Court to adjudicate its
9 entitlement to the reserve account that was assigned to it so that Chicago Title Co., Inc.
10 can distribute the funds. PERFEKT MARKETING is entitled to those funds and the same
11 should be ordered;

12 DATED this 16th day of October, 2014.

13 LEWIS BRISBOIS BISGAARD & SMITH LLP

14 By  15

16 VERNON A. NELSON JR.,

Nevada Bar No. 6434

17 ADAM J. BREEDEN

Nevada Bar No. 8768

18 6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

19 Tel: 702.893.3383

FAX: 702.893.3789

20 E-mail: Vernon.Nelson@lewisbrisbois.com

21 E-Mail: Adam.Breeden@lewisbrisbois.com


Attorneys for Plaintiff

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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CLERK OF THE COURT

1 NOTIC
2 VERNON A. NELSON JR.
3 Nevada Bar No. 6434
4 ADAM J. BREEDEN
5 Nevada Bar No. 8768
6 LEWIS BRISBOIS BISGAARD & SMITH LLP
7 6385 S. Rainbow Boulevard, Suite 600
8 Las Vegas, Nevada 89118
9 Tel: 702.893.3383
10 FAX: 702.893.3789
11 E-mail: Vernon.Nelson@lewisbrisbois.com
12 E-Mail: Adam.Breeden@lewisbrisbois.com
13 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

PERFEKT MARKETING, LLC, an Arizona
limited liability company,

Plaintiff,

vs.

RICHARD "RICK" RECANIA an individual,
EMPOWERED PARTNERS, LLC, a
Nevada limited liability company,

Defendants.

CASE NO. A-14-706411-F

Dept. No. XXIV

NOTICE OF FILING APPLICATION OF FOREIGN JUDGMENT AND AFFIDAVIT OF
COUNSEL IN SUPPORT WITH AFFIDAVIT OF SERVICE

PLEASE TAKE NOTICE that on the 23rd day of September, 2014, Judgment
Creditor PERFEKT MARKETING, LLC filed a Application of Foreign Judgment (Ex. A)

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
WIDEWAVE LLC

4838-1929-1678-1

1 and on September 23, 2014 an Affidavit of Counsel for Judgment Creditor (Ex. B), a copy
2 of both of which are attached to domesticate this matter. You are advised that you have
3 certain rights which must be exercised under NRS Chapter 17.

4 DATED this 23rd day of September, 2014:

5 LEWIS BRISBOIS BISGAARD & SMITH

6
7 By: 

8 VERNON A. NELSON JR.

9 Nevada Bar No. 6434

10 ADAM J. BREEDEN

11 Nevada Bar No. 8768

12 6385 S. Rainbow Boulevard, Suite 600

13 Las Vegas, Nevada 89118

14 Tel: 702.893.3383

15 FAX: 702.893.3789

16 Attorneys for Plaintiff

17
18
19
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21
22
23
24
25
26
27
28
LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4838-1929-1678.1

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
COUNTY OF CLARK) SS

Now Comes the Affiant, Amanda Butler, who does hereby state under oath the following:

- 1) I am Amanda Butler. I am over the age of 18 and not a party in this matter. I make this affidavit on my own personal knowledge.
- 2) I am an employee of Lewis Brisbois Bisgaard & Smith, LLP, counsel for the Judgment Creditor.
- 3) Pursuant to NRS § 17.360, on September 23, 2014 I caused a true and correct copy of this Notice along with the Exhibits as stated to the following persons and entities via U.S. Certified Mail, return receipt requested, as well as a copy via ordinary US Mail addressed as follows:

Empowered Partners, LLC
C/O Its Registered Agent
Your Nevada Corporate Solutions
7848 W. Sahara Ave.
Las Vegas, NV 89117

Richard Recania
2745 Evening Rock St.
Las Vegas, NV 89135

Courtesy Copy to:
David Mize, Esq.
2415 E. Camelback Rd., Suite 700
Phoenix, AZ 85016

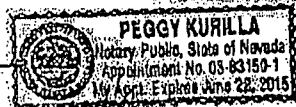
Further the affiant Sayeth Naught:

9/25/14
Date

Amanda Butler
Amanda Butler

Sworn and Subscribed before me
This 25th day of September, 2014:

Peggy Kurilla
NOTARY PUBLIC



LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4838-1929-1678.1

EXHIBIT A

DISTRICT COURT CIVIL COVER SHEET

A-14-706411-F

Clark
 Case No. County, Nevada

XXI V

I. Party Information (provide both human and filing addresses if different)		
Plaintiff(s) (name/address/phone)		Defendant(s) (name/address/phone)
PERFECT MARKETING, LLC		RICHARD "RICK" RECANIA, an individual;
		EMPOWERED PARTNERS, LLC,
		a Nevada limited liability company
Attorney (name/address/phone)		Attorney (name/address/phone)
Vernon A. Nelson, Esq., & Adam J. Breeden, Esq.		Unknown
Lewis Brisobols Bisgaard & Smith LLP		
6385 S. Rainbow Blvd, Suite 600		
Las Vegas, NV 89118		
II. Nature of Controversy (select one or more applicable filing type below)		
Civil Case Filing Types		
Real Property	Torts	Other
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <input type="checkbox"/> Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <input type="checkbox"/> Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <input type="checkbox"/> Malpractice <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<input type="checkbox"/> Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate (select case type and amount)	Construction Defect & Construction	Judicial Review/Appellate
<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust Conservatorship <input type="checkbox"/> Other Probate <input type="checkbox"/> Estate Value <input type="checkbox"/> Other \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 20 <input type="checkbox"/> Other Construction Defect <input type="checkbox"/> Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<input type="checkbox"/> Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Pending in Seal Records <input type="checkbox"/> Mental Competency <input type="checkbox"/> Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <input type="checkbox"/> Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appellate
Civil Writ	Other Civil Filing	
<input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warranto <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compensation of Minor's Claim <input checked="" type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

Address Contingency should be filed using the Business Court civil cover sheet.

9/2/14

Date

Signature of individual party or representative

See other side for family-related case filings.

Electronically Filed
09/02/2014 06:05:43 PM


CLERK OF THE COURT

1 AFJ
2 VERNON A. NELSON JR.
3 Nevada Bar No. 6434
4 ADAM J. BREEDON
5 Nevada Bar No. 8768
6 LEWIS BRISBOIS BISGAARD & SMITH LLP
7 6385 S. Rainbow Boulevard, Suite 800
8 Las Vegas, Nevada 89118
9 Tel: 702.893.3383
10 FAX: 702.893.3789
11 E-mail: Vernon.Nelson@lewisbrisbois.com
12 E-Mail: Adam.Breedon@lewisbrisbois.com
13 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

PERFEKT MARKETING, LLC, an Arizona
limited liability company,

Plaintiff,

vs.

RICHARD "RICK" RECANIA an individual;
EMPOWERED PARTNERS, LLC, a
Nevada limited liability company,

Defendants.

CASE NO. A- 14 - 7064 11 - F

Dept. No.: XXI V

APPLICATION OF FOREIGN JUDGMENT

COMES NOW Plaintiff and Judgment Creditor, PERFEKT MARKETING, LLC, by
and through counsel Vernon A. Nelson, Jr., Esq. of the law firm LEWIS BRISBOIS
BISGAARD & SMITH, LLP, and hereby files its Foreign Judgment pursuant to NRS
Chapter 17, specifically NRS § 17.350, and registers an exemplified copy of the
Judgment, attached hereto as Exhibit "1":

A "Judgment" from the Superior Court of the State of Arizona In and for
Maricopa County, signed by the Honorable Judge John Rea and filed on
August 26, 2014.

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4828-7381-7568.1

1 I declare under penalty of perjury under the law of the State of Nevada that the
2 foregoing is true and correct.

3 DATED this 2nd day of September, 2014:

4 LEWIS BRISBOIS BISGAARD & SMITH

5
6 By: 

7 VERNON A. NELSON JR.

8 Nevada Bar No. 6434

9 ADAM J. BREEDEN

10 Nevada Bar No. 8768

11 6385 S. Rainbow Boulevard, Suite 600

12 Las Vegas, Nevada 89118

13 Tel: 702.893.3383

14 FAX: 702.893.3789

15 Attorneys for Plaintiff

16
17
18
19
20
21
22
23
24
25
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27
28
LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4828-7881-7506.1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

COPY FOR CERTIFICATION

1 **HOLCOMB LAW FIRM, PC**
 2 1334 E. Chandler Blvd
 3 Suite 5, Box C-32
 4 Phoenix, Arizona 85048-6263
 5 Telephone: (480) 456-5194
 6 K. Alan Holcomb, SBN 018404
 7 alan@holcomb-law.com
 8 *Attorney for Plaintiff*

FILED

MICHAEL K. JEANES, CLERK

By: *[Signature]*
Gilbert, Deputy

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 10 **IN AND FOR THE COUNTY OF MARICOPA**

11 **PERFEKT MARKETING, LLC, an Arizona**
 12 **limited liability company,**

No. CV2014-000865

Plaintiff,

JUDGMENT

vs.

13 **RICHARD "RICK" RECANIA, an individual;**
 14 **EMPOWERED PARTNERS, LLC, a Nevada**
 15 **limited liability company,**

Defendants.

16
 17
 18 Plaintiff prevailed in this case on its Motion for Summary Judgment; and the
 19 Court hereby enters this final Judgment against RICHARD "RICK" RECANIA, an
 20 individual; and EMPOWERED PARTNERS, LLC, a Nevada limited liability company,
 21 an individual, jointly and severally.

22
 23 IT IS ORDERED GRANTING JUDGMENT in favor of Plaintiff PERFEKT
 24 MARKETING, LLC against RICHARD "RICK" RECANIA, an individual; and
 25 EMPOWERED PARTNERS, LLC, a Nevada limited liability company, an individual,
 26 jointly and severally, in the following amounts:
 27
 28
 29
 30

HOLCOMB LAW FIRM, PC

PAGE 331
 1334 E. Chandler Blvd, Ste 5
 Phoenix, Arizona 85048-6263
 (480) 456-5194

1. Principal on open invoices in the amount of: \$86,590.00;
2. Prejudgment interest in the amount of: \$ 2,600.64;
3. Attorney's Fees in the amount of: \$ 3,697.50;
4. Taxable costs in the amount of: \$614.00;
5. Interest at the legal rate of 4.25% per annum on all amounts awarded above.
6. Reasonable attorney's fees and court costs of collection on the Judgment, subject to a determination of reasonableness by the Court.

DONE IN OPEN COURT this 26th day of August, 2014.

HOLCOMB LAW FIRM, PC
 PAUL C. J. J.
 1314 S. Chandler Blvd., Ste 3
 Phoenix, Arizona 85042-0853
 (602) 556-5194



 Honorable John Rea

Exhibit "B"

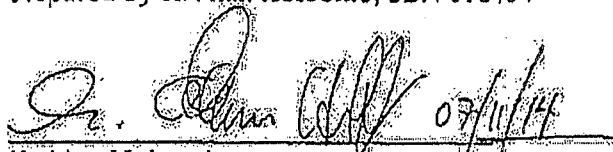
PreJudgment Interest Calculation

Perfekt Marketing, LLC
v.
Richard "Rick" Recania &
Empowered Partners, LLC
CV2014-000865


Pre-Judgment Interest Summary Calculation Sheet

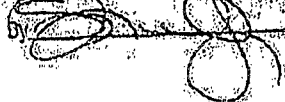
Principle amount owing: \$86,590.00
4.25 % annual interest (current legal rate): \$ 3,680.01
Daily interest: \$ 10.08
Date interest began to run: November 1, 2013 (date of last payment)
Days of interest: November 1, 2013 to July 11, 2014 = 258 days
258 days x \$10.08 per day = \$2,600.64 for prejudgment interest
Total Principal and interest due as of July 11, 2014 = \$89,190.64
Interest continues to accrue at \$10.08 daily

Prepared by K. Alan Holcomb, SBN 018404


K. Alan Holcomb
Attorney for Plaintiff

The foregoing instrument is a full, true and correct copy of
the original on file in this office.

Attest:  20 14
MICHAEL K. JEANES, Clerk of the Superior Court of the
State of Arizona, in and for the County of Maricopa.


Deputy.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Cause Number:

CV2014-000865 DT

I, MICHAEL K. JEANES, the duly elected Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa, having official custody of the Court's records, do hereby certify and attest the foregoing to be a full, true and correct copy of the original:

JUDGMENT

Filed 08/26/2014

on file and of record in my office, and I have carefully compared the same with the original, all of which I have caused to be authenticated according to the act of Congress (28, US, Sec. 1738) and the Arizona Rules of Evidence.


Clerk of the Superior Court

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, Norman J. Davis, Presiding Judge of the Superior Court of the State of Arizona, in and for the County of Maricopa, do hereby certify that said Court is a Court of Record having a Clerk and Seal. That MICHAEL K. JEANES, who signed the foregoing certificate, is the duly elected Clerk of said Superior Court. That said signature is his authorized signature, and that all of his official acts, as such Clerk are entitled to full faith and credit.

And I further certify that said certificate is in due form of law.

IN WITNESS WHEREOF, I have hereunto set my hand in my official capacity as such Judge, and affixed the seal of said court, this date:

08/26/2014


Presiding Judge of the Superior Court

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa, do hereby certify that the Honorable Norman J. Davis, whose name is subscribed to this certificate, is one of the Presiding Judges of the Superior Court of Arizona, in and for the County of Maricopa, duly commissioned and qualified, and that the signature of said Judge to said certificate is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this date:

08/26/2014


Clerk of the Superior Court

EXHIBIT B

Electronically Filed
09/23/2014 02:21:54 PM



CLERK OF THE COURT

1 AFFT
2 VERNON A. NELSON JR.
3 Nevada Bar No. 6434
4 ADAM J. BREEDEN
5 Nevada Bar No. 8768
6 LEWIS BRISBOIS BISGAARD & SMITH LLP
7 6385 S. Rainbow Boulevard, Suite 600
8 Las Vegas, Nevada 89118
9 Tel: 702.893.3383
10 FAX: 702.893.3789
11 E-mail: Vernon.Nelson@lewisbrisbols.com
12 E-Mail: Adam.Breeden@lewisbrisbois.com
13 Attorneys for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 PERFECT MARKETING, LLC, an Arizona
11 limited liability company,

12 Plaintiff,

13 vs.

14 RICHARD "RICK" RECANIA an Individual;
15 EMPOWERED PARTNERS, LLC, a
16 Nevada limited liability company,

17 Defendants.

CASE NO. A-14-706411-F

Dept. No.: XXIV

18 AFFIDAVIT OF COUNSEL FOR JUDGMENT CREDITOR

19 STATE OF NEVADA)
20) SS
21 COUNTY OF CLARK)

22 COMES NOW Adam J. Breeden, Esq., as counsel for Plaintiff and Judgment Creditor,
23 PERFECT MARKETING, LLC, and states as follows:

24 1. The name and last known address of the Judgment Debtors is:

25 Empowered Partners, LLC
26 C/O Its Registered Agent
27 Your Nevada Corporate Solutions
28 7848 W. Sahara Ave.
Las Vegas, NV 89117

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4824-SG27-3950.1

Richard Recania
2745 Evening Rock St.
Las Vegas, NV 89135

Courtesy Copy to:
David Mize, Esq.
2415 E. Camelback Rd., Suite 700
Phoenix, AZ 85016

2. The name and last known address of the Judgment Creditor is:

Perfekt Marketing
3015 S 48th St.
Tempe, AZ 85282
Ph. 602.414.4502

3. The foreign judgment that is attached to the Application of Foreign Judgment is to my knowledge valid and enforceable. To my knowledge, it has not been appealed or stayed by any Court.

4. As of September 23, 2014, to my knowledge no amount of the foreign judgment has been satisfied. The entire judgment along with all recoverable interest, fees and costs remains unsatisfied.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 23rd day of September, 2014:

LEWIS BRISBOIS BISGAARD & SMITH

By: [Signature]
ADAM J. BREEDEN
Nevada Bar No. 8768
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Tel: 702.893.3383
FAX: 702.893.3789
Attorneys for Plaintiff

SUBSCRIBED AND SWORN to before me
this 23rd day of Sept. 2014.

[Signature]
NOTARY PUBLIC in and for said
County and State.



LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
NOT A PUBLIC OFFICE

4824-5627-3950.1

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

IRREVOCABLE ASSIGNMENT OF PROCEEDS IN SECURITY FUND ACCOUNT
HELD BY CHICAGO TITLE COMPANY

21st FOR VALUE RECEIVED, this assignment ("Assignment") is entered into as of the day of February, 2013 (the "Effective Date") LUXURY VACATION DEALS, LLC, a Nevada limited company ("Assignor") does hereby absolutely and irrevocably assign, convey, transfer and set over unto PERFECT MARKETING, LLC, an Arizona limited liability company, ("Assignee"), all of Assignor's right, title, and interest, whatsoever that may be ("Interest") under, in, and to, the Luxury Vacation Deals, LLC Security Fund ("Security Fund") established and maintained at Chicago Title Company, a California corporation, doing business at 316 W. Mission Ave., Suite 121, Escondido, CA 92025 ("Chicago") in accordance with that certain Escrow Agreement and Related Escrow Instructions executed between Assignor and Chicago, having an Effective Date of December 5th, 2011 ("Escrow Agreement").

PURSUANT TO THE ESCROW AGREEMENT, 1) the Security Fund was established to secure the performance(s) of Assignor under the Escrow Agreement, of which one such performance, among others, was to maintain sufficient funds in the Security Fund account to offset any potential loss(es) sustained by Chicago by reason of Assignor's use of Chicago's Merchant (Credit Card) Bank Account ("Merchant Account") to process purchaser(s) payments towards purchase of a travel club membership ("Membership") from Assignor; and 2) any balance remaining in the Security Fund a) one-year after the date of the last closing of a sale of a Membership by Assignor through Chicago; or b) one-year after the date of the last settlement of a charge-back (including any arbitration thereof) against Assignor by a purchaser of a Membership utilizing Chicago's Merchant Account; and c) after the later of a) or b). Chicago shall determine from charge-back history, and in its sole discretion, the amount of monies from the remaining Security Fund balance, if any, that may be released to Assignor (and hereafter, the Assignee).

AS OF THIS DATE, 1) the Luxury Vacation Security Fund balance is \$58,782.15; and 2) there are two pending charge-backs totaling \$3,735.60 against the account, that may, or may not, settle in Assignor's favor; these charge-backs and/or any future charge-backs that do not settle in Assignor's favor will be deducted from the Security Fund balance, and 3) the last sale of a Membership by Assignor closed on December 28, 2012.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS DOCUMENT TO THE CONTRARY, 1) the Escrow Agreement shall remain in full force and effect as to the maintenance, use, disposition, and release of the Security Fund monies by Chicago, except that any release of monies from the Security Fund that would have been paid to Assignor shall now be payable to Assignee; and 2) the Assignor shall not be relieved

from any duty, act, performance, responsibility, liability, or other, under the Escrow Agreement by reason of this assignment.

THIS SHALL CONSTITUTE AN IRREVOCABLE ASSIGNMENT by Assignor to Assignee of the Luxury Vacation Deals Security Fund, and Chicago shall take no further instruction or authorization, verbal or written, from the Assignor as to the Luxury Vacation Deals Security Fund after the Effective Date hereof.

ACKNOWLEDGEMENT AND AGREEMENT - ASSIGNEE. Assignee hereby acknowledges having read and understood all of the terms and conditions of the Escrow Agreement as to the Security Fund and hereby agrees to abide by the terms and conditions thereof as to the use and release of the Security Fund monies. Nothing in this assignment shall be construed as to give Assignee any more, any less, or any different handling of or Interest in the Luxury Vacation Deals Security Funds than the Assignor had under the Escrow Agreement prior to this assignment.

REPRESENTATIONS AND WARRANTIES - ASSIGNOR. Assignor warrants and represents as follows:

- A. It has taken all action necessary to authorize the execution and delivery of this Assignment; and
- B. It has made no prior assignment(s) of any of the Assignor's Interest in or to the Security Fund account at Chicago Title; and
- C. The Escrow Agreement as to the Security Fund is in full force and effect on the date hereof and may be subject to defenses, setoffs and/or counterclaims as set forth in the Escrow Agreement; and
- D. All of Assignor's right, title and interest in and to the Security Fund under the Escrow Agreement are fully assignable without the necessity of obtaining any consent or approval from any other party **EXCEPT THAT Chicago is required to obtain the signatures of the Assignor and JD&T Enterprises, Inc. to a General Release and Estoppel to Chicago Title Company prior to release of the Luxury Vacation Deals Security Fund balance to the Assignor (hereafter the Assignee).**

NO AMENDMENT. From and after the Effective Date hereof, the Escrow Assignment shall not be materially altered, modified, amended, terminated or canceled as to the Security Fund without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

CONSTRUCTION. When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

BINDING EFFECT. This Assignment and the covenants and Assignments herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of conflict or laws principles. This Assignment has been reached by negotiation between the parties and shall therefore not be construed against the drafter of the document.

COUNTERPARTS; FACSIMILE SIGNATURES. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. The telecopied, digital, or facsimile signature of a party on any counterpart of this Assignment shall be deemed to be an original signature of that party, shall be binding upon the signer for all purposes, and may be relied upon by all other parties to this Assignment. However, upon written request from any party to any other party who has submitted a telecopied, digital, or facsimile signature, such party will confirm its telecopied, digital, or facsimile signature by providing an original of this Assignment bearing such party's original signature.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed, under seal, as of the 21st day of February, 2013.

ASSIGNOR:

LUXURY VACATION DEALS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Address: 4616 West Sahara Ave
E 317
S.E. Las Vegas, NV 89102
Tele: 702 592 5836 - 775 250 6384
Email: jsilva@luxuryvacationdeals.com
loallie@hotmail.com

By: [Signature]
Name: Michael D. Mayo
Title: PRESIDENT

ASSIGNEE ACCEPTED AND APPROVED:

PERFEKT MARKETING, LLC,
An Arizona limited liability company

By: [Signature]
Name: Tom R. Rish
Title: Managing Member

Address: 5815 S. 48th St
Tempe, AZ 85282

By: [Signature]
Name: Bill C. Fajersa
Title: Member

Tele: 602-455-3333
Email: bruttsch@perfektmarketing.com
bruttsch@perfektmarketing.com

ACCEPTED:

CHICAGO TITLE COMPANY, a California
Corporation

By: _____
Name: _____
Its: _____

FOR A LOR RECEIVED, "Assignment" is entered in the
 copy of Section 27 of the Effective Date LUXURY VACATION DEALS, LLC a
 limited liability company, "Assignor" does hereby absolutely and irrevocably assign
 all its interest with respect to PERFECT MARKETING, LLC, a 420-a (Indel. Ac. Co.)
 company, "Assignee" all of Assignor's right title and interest whatsoever (including its
Interest in the 420-a (Indel. Ac. Co.) company, and Security and Security and
 all other and whatever of the 420-a (Indel. Ac. Co.) company, a California corporation, long and well
 known to the Assignor, with "State of California, CA 92100 Chicago" a accordance with the
 Assignor's, Assignor and Assignor's instructions executed between Assignor and
 Chicago, having an effective date of January 1, 2011. Security Agreement

[illegible]

AS OF THIS DATE, THERE IS NO RECORD OF ANY OTHER PERSONS OR VESSELS ENTERING THE PORT OF THE DISTRICT OF COLUMBIA SINCE THE DEPARTURE OF THE U.S.S. "ALBATROSS" ON 10 FEBRUARY 1965. THE U.S.S. "ALBATROSS" DEPARTED THE PORT OF THE DISTRICT OF COLUMBIA ON 10 FEBRUARY 1965, AND WAS LAST OBSERVED ON 11 FEBRUARY 1965. THE U.S.S. "ALBATROSS" WAS LAST OBSERVED ON 11 FEBRUARY 1965, AND WAS LAST OBSERVED ON 11 FEBRUARY 1965.

[illegible]

from any duty, act, performance, responsibility, liability or other under the Escrow Agreement or reason of this assignment.

THIS SHALL CONSTITUTE AN IRREVOCABLE ASSIGNMENT by Assignor to Assignee of the Luxury Vacation Deals Security Fund, and Chicago shall take no further instruction or authorization, verbal or written, from the Assignor as to the Luxury Vacation Deals Security Fund after the Effective Date hereof.

ACKNOWLEDGEMENT AND AGREEMENT - ASSIGNEE Assignee hereby acknowledges having read and understood all of the terms and conditions of the Escrow Agreement as to the Security Fund and hereby agrees to abide by the terms and conditions thereof as to the use and release of the Security Fund monies. Nothing in this assignment shall be construed as to give Assignee any more, any less, or any different handling of or interest in the Luxury Vacation Deals Security Funds than the Assignor had under the Escrow Agreement prior to this assignment.

REPRESENTATIONS AND WARRANTIES - ASSIGNOR. Assignor warrants and represents as follows:

- A. It has taken all action necessary to authorize the execution and delivery of this Assignment, and
- B. It has made no prior assignment(s) of any of the Assignor's interest in or to the Security Fund account at Chicago Title, and
- C. The Escrow Agreement as to the Security Fund is in full force and effect on the date hereof and may be subject to defenses, setoffs and/or counterclaims as set forth in the Escrow Agreement, and
- D. All of Assignor's right, title and interest in and to the Security Fund under the Escrow Agreement are fully assignable without the necessity of obtaining any consent or approval from any other party EXCEPT THAT Chicago is required to obtain the signatures of the Assignor and J&B Enterprises, Inc. to a General Release and Estoppel to Chicago Title Company prior to release of the Luxury Vacation Deals Security Fund balance to the Assignor; hereafter, the Assignee;

NO AMENDMENT From and after the Effective Date hereof, the Escrow Assignment shall not be materially altered, modified, amended, terminated or canceled as to the Security Fund without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

CONSTRUCTION When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

BINDING EFFECT This Assignment and the covenants and Assignments herein, shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

GOVERNING LAW This Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of conflict of laws principles. This Assignment has been reached by negotiation between the parties and shall therefore not be construed against the drafter of the document.

COUNTERPARTS; FACSIMILE SIGNATURES. This Assignment may be executed in one or more counterparts each of which shall be deemed to be an original but all of which shall constitute one and the same document. The telecopied, digital, or facsimile signature of a party or any counterpart of this Assignment shall be deemed to be an original signature of that party; shall be binding upon the signer for all purposes and may be relied upon by all other parties to this Assignment. However upon written request from any party to any other party who has submitted a telecopied, digital, or facsimile signature, such party will confirm its telecopied, digital, or facsimile signature by providing an original of this Assignment bearing such party's original signature.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES BEGIN ON FOLLOWING PAGE)

LUXURY VACATION DEALS, LLC
a California limited liability company

Large

100-443887-1000

Address 9401 4th St S.
City Minneapolis
State MN
Zip 55426

PERFECTION MAPPING, LLC
a division of the Perfetto company

Yamg

100-443887-100

7-10-55

CHICAGO TITLE COMPANY. 23-24-25

01/11/2018 14:00:00

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EIGHTH JUDICIAL DISTRICT COURT Clark County, Nevada		Case No. <u>A-14-703875-F</u>
<small>Name and Address of Plaintiff(s)</small> PERFEKT MARKETING, LLC C/O Adam J. Breeden, Esq. Lewis Brisbois Bisgaard & Smith, LLP 6385 S. Rainbow Blvd., Suite 600 Las Vegas, NV 89118 <small>(Plaintiff's Telephone Number) (702) 508-5250</small>		INSTRUCTIONS TO THE CONSTABLE
VERSUS		
<small>Name and Address of Defendant</small> LUXURY VACATION DEALS, LLC C/O Frank J. Dobrucki, Registered Agent 3571 E. Sunset Road Las Vegas, NV 89120 <small>(Defendant's Telephone Number) Unknown</small>		

YOU ARE HEREBY INSTRUCTED TO LEVY ON THE FOLLOWING:

WAGES: _____

AMOUNT PAID: \$ _____

BANK: _____

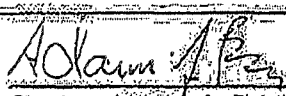
AMOUNT PAID: \$ _____

PROPERTY: Chicago Title Company, Inc. 316 W. Mission Ave., Suite 121 Escondido, CA 92025 (serve via US
Certified Mail)

AMOUNT PAID: \$ _____

EVCTIONS: _____

OTHER: _____

 # 8768

 Signature of Attorney for Plaintiff
702-643-4333
 Phone Number

LVJCVL-25 Form Revised 8/11

Original-File Copy-Plaintiff

Vendor No.: 37826 Las Vegas Township Constable

Check No.: 10177

Invoice Date	Invoice No.	Description	Disb. Code	Voucher No.	Account No./File No.	Amount
10/09/14	LV-02089	Constable Service Fee	5	1798790	35049-2	18.00
Total Amount:						18.00

WARNING - Verify Word Valid by touching, rubbing or scrubbing area. Do not cash unless you can verify a color change - Rub Briskly to Verify

LEWIS BRISBOIS BISGAARD & SMITH LLP

San Francisco, CA

CHECK NO. 10177

ATTORNEYS
LAS VEGAS OFFICE
6369 SOUTH RAINBOW BOULEVARD, SUITE 500
LAS VEGAS, NEVADA 89118
(702) 893-3383

11-24/1210

DATE 10/09/2014

\$ 18.00

PAY: Eighteen and 00/100

Draft void 120 days from issued.
LEWIS BRISBOIS BISGAARD & SMITH LLP

TO THE Las Vegas Township Constable
ORDER
OF

10177

Vendor No.: 84071 Chicago Title/Escondido

Check No.: 10190

Invoice Date	Invoice No.	Description	Disb. Code	Voucher No.	Account No./File No.	Amount
10/14/14	LV-02088	Garnishee Fee	\$	1797824	35049-2	5.00
Total Amount:						5.00

WARNING - Verify Word Valid by touching, rubbing or scratching on. Do not cash unless you can verify a color change - Rub Briskly to Verify

LEWIS BRISBOIS BISGAARD & SMITH LLP

San Francisco, CA

CHECK NO. 10190

ATTORNEYS
LAS VEGAS OFFICE
8385 SOUTH RAINBOW BOULEVARD, SUITE 600
LAS VEGAS, NEVADA 89118
(702) 883-3383

11-24/1210

DATE 10/14/2014

\$ *****5.00

PAY: Five and 00/100

Draft void 120 days from issued
LEWIS BRISBOIS BISGAARD & SMITH LLP

TO THE CHICAGO TITLE
ORDER 316 W. Mission Avenue, Inc.
OF Suite 121
Escondido, CA 92025

Stacy Bor

⑈010190⑈

EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA

PERFEKT MARKETING, LLC

Plaintiff,

vs.

LUXURY VACATION DEALS, LLC, HENRY INGIER, MICHAEL
DIMAYO and JOSHUA STORY,

Defendants.

CASE NO. A-14-703875-F

DEPT. NO. XVI

WRIT OF GARNISHMENT

(In aid of Execution)

THE STATE OF NEVADA TO: Chicago Title Company, Inc., Garnishee

TO THE CONSTABLE, LAS VEGAS TOWNSHIP OF CLARK COUNTY, GREETINGS:

You are hereby notified that you are attached as garnishee in the above entitled action and you are commanded not to pay any debt due from yourself to the above named defendant(s) and that you must retain possession and control of all personal property, money, credits, debts, effects and choses in action of said defendant(s) in order that the same may be dealt with according to this order or as otherwise required by law. Where such property consists of wages, salaries, commissions or bonuses the amount you shall retain shall be in accordance with 15 U.S. Code 1673 and Nevada Revised Statutes 31.295 (also, see back of Writ of Execution). Plaintiff believes that you have property, money, credits, debts, effects and/or choses in action in your hands and under your custody and control belonging to said Defendant described as:

Money, funds, deposits or property in accounts, including any merchant reserve account in the name of Luxury Vacation Deals, LLC and/or Henry Ingier

YOU ARE REQUIRED within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and to return your answers to the office of the Constable which has issued this Writ of Garnishment. Your failure to answer the interrogatories or comply with this Writ within the required time period may result in a judgment in the amount due the Plaintiff entered against you plus other penalties as indicated on reverse.

YOU ARE REQUIRED to forward all monies due or owing in your possession or under your control for wages, salaries, commissions bonuses or other reasons belonging to the defendant(s) named in this Writ of Garnishment, subject to the exemptions indicated above, to John Bonaventura, Constable, at the address below along with your answers to the Interrogatories on the reverse side of this form.

IF YOUR ANSWERS TO the Interrogatories indicate that you are the employer of the defendant(s), this Writ of Garnishment shall be deemed to continue for 120 days or until the amount demanded in the attached Writ of Execution is satisfied.

YOU ARE FURTHER DIRECTED to forward all funds due to the defendant(s) each payday in the future, up to 120 days, less any amount which is exempt and less \$3.00 per pay period not to exceed \$12.00 per month which you may retain as a fee for compliance. The \$3.00 fee does not apply to the first pay period covered by this Writ.

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorney, if any, whose address appears below.

Issued at the direction of:

LEWIS BRISBOIS BISCARD & SMITH, LLP

Adam J. Breeden

Adam J. Breeden, Esq.
Nevada Bar # 008768
6385 S. Rainbow Blvd., Suite 600
Las Vegas, NV 89118
Ph. (702) 508-9250
Attorney for Plaintiff

CONSTABLE - LAS VEGAS TOWNSHIP

By: _____ Date _____
Constable/Deputy Constable

Please furnish a statement and Case #
MAKE CHECK PAYABLE AND MAIL TO:

John Bonaventura, Constable
302 E. Carson Ave. 5th Floor
Las Vegas, NV 89155

4818-8882-6399.1

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:

1. Are you in any manner indebted to the judgment debtor LUXURY VACATION DEALS, LLC or HENRY INCIER, either in property or money, and is the debt now due? If not, when is the debt due? State fully all particulars.

ANSWER _____

2. Are you an employer of the judgment debtor? If so, state the length of your pay period and the amount each defendant presently earns during a pay period.

ANSWER _____

3. Did you have in your possession, in your charge or under your control, on the date the WRIT OF GARNISHMENT was served upon you any money, property, effects, goods, chattels, rights, credits or choses in action of the judgment debtor or in which the judgment debtor is interested? If so, state fully all particulars.

ANSWER _____

4. Do you know of any debts owing to the judgment debtor, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to the judgment debtor, or in which the judgment debtor is interested, and now in possession or under control of others? If so, state particulars.

ANSWER _____

5. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceeding in this action may be served.

ANSWER _____

I, _____, do solemnly swear (or affirm) that the answers to the foregoing interrogatories subscribed by me are true.

SUBSCRIBED AND SWORN to before me this
_____ day of _____, 2014

Garnishee - Affiant

NOTARY PUBLIC

Garnishee Company Name

NOTE: If an employer, without legal justification, refuses to withhold the earnings of a defendant demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of the judgment debtor, the Court shall order the employer to pay the judgment creditor the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the judgment debtor's earnings. In addition, the Court may order the employer to pay the judgment creditor punitive damages in an amount not to exceed \$1,000.00 for each pay period in which the employer has, without legal justification, refused to withhold the judgment debtor's earnings or has misrepresented the earnings. NRS Chapter 31.

STATE OF _____)

) ss

COUNTY OF _____)

The undersigned, under penalties of perjury, states that I received the within WRIT OF GARNISHMENT and WRIT OF EXECUTION on (date) _____ and personally served copies of the same on (date) _____ along with the statutory fee of \$5.00 on (name) _____ nt

County of Clark, State of Nevada.

By: _____

Constable/Deputy Constable

1 WRIT
 2 VERNON A. NELSON JR.
 3 Nevada Bar No. 6434
 4 ADAM J. BREEDEN
 5 Nevada Bar No. 8768
 6 LEWIS BRISBOIS BISGAARD & SMITH LLP
 7 6385 S. Rainbow Boulevard, Suite 600
 8 Las Vegas, Nevada 89118
 9 Tel: 702.893.3383
 10 FAX: 702.893.3789
 11 E-mail: Vernon.Nelson@lewisbrisbois.com
 12 E-Mail: Adam.Breeden@lewisbrisbois.com
 13 Attorneys for Plaintiff

14 DISTRICT COURT
 15 CLARK COUNTY, NEVADA

16 PERFECT MARKETING, LLC, an Arizona
 17 limited liability company,

18 Plaintiff,

19 vs.

20 LUXURY VACATION DEALS, LLC, a
 21 Nevada limited liability company; HENRY
 22 INGIER, an individual; MICHAEL
 23 DIMAYO, an individual; JOSHUA STORY,
 24 an individual,

25 Defendants.

CASE NO. A-14-703875-F

Dept. No.: XVI

26 WRIT OF EXECUTION

27 ☐ Earnings ☒ Property
 28 ☐ Earnings, Order of Support

29 THE STATE OF NEVADA TO THE CONSTABLE OF LAS VEGAS TOWNSHIP,
 30 GREETINGS:

31 On July 15, 2014 a judgment upon which there is due in United States Currency
 32 the following amounts, was entered in this action in favor of PERFECT MARKETING, LLC
 33 as judgment creditor and against LUXURY VACATION DEALS, LLC and HENRY INGIER
 34 as judgment debtor. Interest and costs have accrued in the amounts shown. Any
 35 satisfaction has been credited first against total accrued interest and costs, leaving the
 36 following net balance, which bears interest at 5.25% per annum, \$12.64 per day from

4834-6141-3662.1

RECEIVED

OCT - 2 2014

CLERK OF THE COURT

CLERK OF THE COURT

SEP 26 2014

RECEIVED

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

1 issuance of this writ to date of levy and to which sum must be added all commissions and
 2 costs of executing this writ:

3 <u>JUDGMENT BALANCE</u>		4 <u>AMOUNTS TO BE COLLECTED BY LEVY</u>	
5 Principal	<u>\$87,886.52</u>	NET BALANCE	<u>\$88,796.60</u>
6 Pre-Judgment Interest	<u>\$ 0</u>	Fee this Writ	<u>\$ 10.00</u>
7 Attorney's fees	<u>\$ 0</u>	Garnishment Fee	<u>\$ 5.00</u>
8 Costs	<u>\$ 0</u>	Mileage	<u>\$ 18.00</u>
9 <u>JUDGMENT TOTAL</u>	<u>\$87,886.52</u>	Levy Fee	<u> </u>
10 Accrued Costs	<u> </u>	Advertising	<u> </u>
11 Accrued Interest	<u>\$ 910.08</u>	Storage	<u> </u>
12 Less Satisfaction	<u>\$ 0</u>	Interest from Date of Issuance	<u> </u>
13 <u>NET BALANCE</u>	<u>\$88,796.60</u>	SUB-TOTAL	<u> </u>
		Commission	<u> </u>
		TOTAL LEVY	<u> </u>

17 NOW, THEREFORE, you are commanded to satisfy the judgment from the total
 18 amount due out of the following described personal property and if sufficient personal
 19 property cannot be found, then out of the following described real property:

20 *Money or property held in a security account or reserve account in the name of*
 21 *LUXURY VACATION DEALS, LLC or Henry Ingier held by: Chicago Title Company, Inc.,*
 22 *316 W. Mission Ave., Ste. 121, Escondido, CA 92025.*

23 (See below for Exemptions that may apply)

24 EXEMPTIONS WHICH APPLY TO THIS LEVY
 25 (Check appropriate paragraph and complete as necessary)

26 ☒ Property other than wages. The exemption set forth in NRS § 21.090 or in other
 27 applicable statutes may apply, consult an attorney.

28 ☐ Earnings. The amount subject to garnishment and this writ shall not exceed for

any one pay period the lesser of:

A. 25% of the disposable earnings due the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period and \$100.50 per week for each week of the pay period.

□ Earnings (Judgment or Order for Support). A judgment was entered for amounts due under a decree or order entered on _____ by _____ for support of minor children including _____ for the period from _____ in installments of \$ _____.

□ A maximum of 50% of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above;

□ A maximum of 60% of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

□ Plus an additional 5% of the disposable earnings of such judgment debtor if and to the extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: "Disposable earnings" are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

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1 You are required to return this Writ from date of issuance not less than 10 days or
2 more than 60 days with the results of your levy endorsed thereon.

3 STEVEN D. GRIERSON
4 CLERK OF COURT

5 BY: 
6 Deputy Clerk: MICHELLE MCCARTHY Date: OCT -2 2014

7 Submitted by:

8 LEWIS BRISBOIS BISGAARD & SMITH LLP

9 
10
11 VERNON A. NELSON JR. ESQ.
12 Nevada Bar No. 6434
13 ADAM J. BREEDEN ESQ.
14 Nevada Bar No. 8768
15 6385 S. Rainbow Boulevard, Suite 600
16 Las Vegas, Nevada 89118
17 702.893.3383
18 FAX: 702.893.3789
19 E-Mail: Vernon.Nelson@lewisbrisbois.com
20 E-Mail: Adam.Breeden@lewisbrisbois.com
21 Attorneys for Plaintiff

☐ Not Satisfied \$ _____

☐ Satisfied in Sum of

\$ _____

☐ Costs Retained \$ _____

☐ Commis. Retained

\$ _____

☐ Costs Incurred \$ _____

☐ Commis. Incurred

\$ _____

22 CONSTABLE FOR
23 LAS VEGAS TOWNSHIP

24 By: _____
25 Deputy Date

26
27
28
LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

4834-6141-3662.1

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3 NOTICE OF EXECUTION

4 YOUR PROPERTY IS BEING ATTACHED OR
5 YOUR WAGES ARE BEING GARNISHED

6 A court has determined that you owe money to PERFEKT MARKETING, LLC, the judgment
7 creditor. He has begun the procedure to collect that money by garnishing your wages, bank account and
8 other personal property held by third persons or by taking money or other property in your possession.

9 Certain benefits and property owned by you may be exempt from execution and may not be taken
10 from you. The following is a partial list of exemptions:

11 1. Payments received under the Social Security Act including, without limitations retirement and
12 survivor benefits, supplemental security income benefits and disability insurance benefits.

13 2. Payments for benefits or the return of contributions under the Public Employees' Retirement
14 System.

15 3. Payments for public assistance granted through the Welfare Division of the Department of
16 Human Resources or a local governmental entity.

17 4. Proceeds from a policy of life insurance if the annual premium does not exceed \$15,000.

18 5. Payments of benefits under a program of industrial insurance.

19 6. Payments received as disability, illness or unemployment benefits.

20 7. Payments received as unemployment compensation.

21 8. Veteran's benefits.

22 9. A homestead in a dwelling or a mobile home, not to exceed \$350,000, unless:

23 (a) The judgment is for a medical bill, in which case all of the primary dwelling, including a
24 mobile or manufactured home, may be exempt.

25 (b) Allodial title has been established and not relinquished for the dwelling or mobile home,
26 in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on
27 which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the
28 judgment.

10. A vehicle, if your equity in the vehicle is less than \$15,000.

11. Seventy-five percent of the take-home pay for any workweek, unless the weekly take-home
pay is less than 50 times the federal minimum wage, in which case the entire amount may be exempt.

12. Money, not to exceed \$500,000 in present value, held in:

(a) An individual retirement arrangement which conforms with the applicable limitations and
requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A;

(b) A written simplified employee pension plan which conforms with the applicable
limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. §§ 408;

(c) A cash or deferred arrangement that is a qualified plan pursuant to the Internal
Revenue Code;

(d) A trust forming part of a stock bonus, pension or profit-sharing plan that is a qualified
plan pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and

(e) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.

13. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.

14. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.

15. A vehicle for use by you or your dependent which is specially equipped or modified to provide mobility for a person with a permanent disability.

16. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.

17. Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

18. Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

19. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received; to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

20. Payments received as restitution for a criminal act.

→ These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through Nevada Legal Services.

PROCEDURE FOR CLAIMING EXEMPT PROPERTY

If you believe that the money or property taken from you is exempt, you must complete and file with the clerk of the court a notarized affidavit claiming the exemption. A copy of the affidavit must be served upon the sheriff and the judgment creditor within 8 days after the notice of execution is mailed. The property must be returned to you within 5 days after you file the affidavit unless you or the judgment creditor files a motion for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt. The motion for the hearing to determine the issue of exemption must be filed within 10 days after the affidavit claiming exemption is filed. The hearing to determine whether the property or money is exempt must be held within 10 days after the motion for the hearing is filed.

IF YOU DO NOT FILE THE AFFIDAVIT WITHIN THE TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.

(Added to NRS by 1989, 1135; A 1991, 811, 1412; 1995, 227, 1071; 1997, 265, 3412; 2003, 1010, 1812)